

# **Terms and Conditions – Roadserve Membership**

## **Roadserve Membership Description**

Roadserve Membership is provided by Hollyfield Roadserve Limited. The Membership fee provides access to managed automotive services encompassing Vehicle servicing, maintenance, repairs, MOT Testing and other automotive-related activities. For the avoidance of doubt, the membership fee only provides the entitlement to access the services provided by Roadserve, and does not include any element of payment for Work (servicing, maintenance, repair, MOT or any other automotive services) provided or arranged by Roadserve.

## **1. Definitions of words and phrases used in these Terms and Conditions:**

### **“The Company”**

means Hollyfield Roadserve Ltd, a Company incorporated in England and Wales under Company number 07219261 with registered office at: 28 Lichfield Street, Tamworth, Staffordshire, B79 7QE

### **“Goods”**

means any parts, oils, lubricants or any other Goods or services related to the Work whether used as part of the Work or not.

### **“Garage”**

means any of the Garages in UK mainland & Northern Ireland that are members of the Hollyfield Roadserve Ltd network from time to time.

### **“Vehicle”**

means the Vehicle which You have registered under Your Roadserve “Product Name” Membership

### **“Work”**

means any Work undertaken for You including all vehicle service, repair, maintenance, MOT or other automotive services.

### **“You or Your”**

means the person who is named on the membership documentation and who authorises the purchase of Work and/or Goods from Hollyfield Roadserve Ltd.

## **2. Application of Terms**

- 2.1. Subject to any variation under condition 2.2, the contract shall be on these conditions to the exclusion of all other terms and conditions.
- 2.2. These conditions apply to all The Company’s sales and any variation to these conditions and any representations about the Work and/or Goods shall have no effect unless expressly agreed in writing and signed by The Company. The Company reserves the right to amend the date scheduled for the Work whether booked online or otherwise. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of The Company which is not set out in the Contract. Nothing in this condition shall exclude or limit The Company’s liability for fraudulent misrepresentation.
- 2.3. Each acceptance of a quotation for Work and/or Goods by You from Hollyfield Roadserve Ltd shall be deemed to be an offer by You to buy Work and/or Goods subject to these conditions.
- 2.4. No order placed by You either online or otherwise shall be deemed to be accepted by The Company until a written acknowledgement is issued by The Company, or (if earlier), The Company either provides Work or delivers Goods to You.

## **3. Your Status**

By placing an order with The Company, You warrant that:

- a) You are legally capable of entering into binding contracts; and
- b) You are at least 18 years old.
- c) You have the authority of the owner and/or registered keeper to do so.

#### **4. Duration of Roadserve Membership**

4.1. Roadserve Membership is for 12 months and is paid for in advance in a lump sum.

4.2. If Roadserve Membership is paid annually by Direct Debit or Continuous Credit Card Authority, The Company will renew Your membership automatically at the end of each year. A reminder will be sent to advise of the premium and any changes to membership Terms and Conditions that will take effect at renewal. If You do not want to renew on this basis, You should contact The Company at least 7 days prior to renewal on 0845 527 5505

#### **5. Cancellation of Roadserve Membership and Refund Policy**

5.1. You have the right to cancel Your membership within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing annual members) or the receipt of confirmation, whichever happens later. You will receive a full refund of your membership fee less The Company's administration charge of £5.00.

5.2. If You cancel during the cooling off period but have used The Company's services during the cooling off period, You will be entitled to a full refund minus The Company's administration charge of £10.00.

5.3. Please note that there will be no separate or additional cooling off period(s) during the membership year, regardless of any changes that are made to the membership. Subject to any other statutory rights You may have, there will be no refund of membership fee.

5.4. To cancel Your membership, please contact The Company in writing at Hollyfield Roadserve Ltd, Financial House, Midland Drive, Sutton Coldfield, West Midlands, B72 1TU or email [customerservice@roadserve.co.uk](mailto:customerservice@roadserve.co.uk)

#### **6. Vehicle Eligibility**

6.1. Access to membership services is only available for cars, pickups, vans, minibuses or motorcycles with a Maximum Gross Vehicle Weight of up to 3,500kg.

6.2. In addition to the general Vehicle specification set out above, the following terms also apply :

6.2.1. Access to membership services is only available for a Vehicle which has been registered under a Roadserve "Product Name" Membership at the time of booking.

6.2.2. Changes to the Vehicle registered under the membership will incur an administration charge equal to the annual membership fee for the second and each subsequent change in a membership year. In addition, The Company reserves the right not to re-register any Vehicle which has been previously registered during the same membership year

#### **7. Quotations and Estimates of Work**

7.1. The Company will provide a quotation which is the estimate of the charge for the Work and/or Goods based on the information available to The Company at the time provided by You. This quotation will normally remain valid for 14 days from the date of issue as specified in the quotation, provided that The Company has not previously withdrawn it.

7.2. The Company reserves the right to change the estimate if The Company ascertains on inspection of the Vehicle and/or in the course of carrying out the Work that further Work and/or other Goods are reasonably necessary, or if The Company's costs change significantly due to circumstances beyond The Company's control between the date of issue of the quotation and the date of the Work. An additional charge will be made should any special Goods need to be supplied for the Work, for example but not limited to: synthetic oil, platinum or multi-electrode spark plugs. You will be notified of the additional charge before the Work is carried out.

7.3. If any additional Work not referred to in the quotation is required at further cost The Company Garage will not carry out such additional Work until The Company has obtained Your authorisation (written or oral) to proceed.

7.4. If You leave the Vehicle with The Company's Garage to undertake an estimate of Work required or the Work itself, and The Company or The Company's Garage requests You to remove the Vehicle, charges may be levied for storage in line with the Garage's terms and conditions. Details of the rate of such charge are available from The Company. In this event

the Vehicle is stored at Your own risk and The Company does not accept any liability for any damage or losses suffered by You from the storage of Your Vehicle at any of The Company's Garage's.

7.5. All prices given in the quotation are inclusive of value added tax at such rate as is determined by law from time to time.

## **8. Replacement Parts**

8.1. All parts replaced as part of the Work (except those retained under warranty or service exchange programmes) may be retained by The Company until the Vehicle is collected. Such parts will then become the property of The Company (unless You request otherwise) and will be disposed of as The Company deems appropriate.

## **9. Collection and Delivery Services**

9.1. The Company may, subject to availability and business terms of the Garage, offer a courtesy collection & delivery service.

## **10. Courtesy Vehicle Services**

10.1. The company may, subject to availability and business terms of the Garage, offer a courtesy Vehicle during the period of Work on Your Vehicle.

10.2. The terms and conditions of the supplying Garage relating to use of courtesy Vehicles will apply and these will be provided to You at the time.

10.3. All charges relating to the use of the courtesy Vehicle, including but not limited to: insurance charges and excesses, excess mileage charges, fuel deposits and surcharges, form part of the chargeable Work under this agreement.

10.4. All courtesy Vehicles must be operated to comply with manufacturer instructions and You must comply with any specific instructions contained in the courtesy Vehicle insurance cover.

## **11. Payment for Work**

11.1. Payment for Work and/or Goods can only be made with a valid debit or credit card and is to be made directly to The Company.

11.2. When making payment by credit or debit card, the estimated cost of the Work will be "pre-authorised" by The Company from Your account. This is only to ensure that You have sufficient funds in Your credit or debit card account to meet the cost of the Work at the time of payment. No money will be taken from Your account until the Work has been completed.

11.3. The total payment due will include an administration fee of 6% of the invoice price for all Work. This charge will attract the addition of V.A.T.

11.4. Payment for all Work, Goods and fees will be taken on completion of the Work.

11.5. You will not remove the Vehicle until all payments for Work, Goods, fees and other applicable payments have been received.

11.6. Interest at the rate of 3% above the Bank of England base rate will be charged for any payments which remain unpaid 14 days from when the Work was completed and/or Goods delivered in the event that payment from Your debit or credit card is subsequently declined.

## **12. Cancellation of Work**

12.1. Under the distance Selling Regulations 2000, You have the right to cancel any Work requested for a period of 7 Working days beginning on the date after You request the Work from the company.

12.2. If, with Your agreement, The Company provides the Work before the end of the cancellation period under the Distance Selling Regulations 2000, Your right to cancel will end as soon as the Work commences.

12.3. For the avoidance of doubt, if Your Vehicle is collected, collection forms part of the Work.

12.4. If bespoke or tailored parts are required to complete the Work then Your right to cancel ends as soon as these parts are ordered.

12.5. To cancel a booking for Work, please use the website or ring The Company on 0845-5275505

### **13. Uncompleted Work**

- 13.1. If for any reason the Work is unable to be completed in full because of Your instructions (such as removal of the Vehicle), The Company shall charge You for the Work actually completed, plus any Goods supplied or used.
- 13.2. Other than the reason in section 12.1, no Work that has been accepted by The Company and which has been authorised by You may be cancelled by You, unless The Company notifies You of increases to the charges or a significant delay in completing the Work or as otherwise agreed with The Company. On cancellation, You will pay The Company for Work actually carried out and for Goods supplied or used.
- 13.3. The Company will use reasonable efforts to ensure that it does not cause delays to the completion of the Work or delivery of any Goods.

### **14. Title**

- 14.1. Ownership of the Goods shall not pass to You until The Company has received in full in cleared funds all sums due to it from You.
- 14.2. Any warranty in respect of any Goods will be transferred to The Company should such parts prove to be defective and require replacement under the terms of The Company's guarantee.

### **15. Exclusion of Liability for loss of Profit etc**

- 15.1. The Company, and our agents or sub-contractors, shall not be liable to you for any loss or damage caused by us, our employees, agents or sub-contractors where a) there is no breach of a legal duty owed to you by The Company or its employees, agents or sub-contractors; or b) such loss or damage is not a reasonably foreseeable result of such a breach; or c) any loss or damage, or any increase in the same, results from any breach or omission by you (including, but not in any way limited to, any failure on your part to take all reasonable steps to minimise any such loss or damage). The Company, its employees, agents or sub-contractors shall not, in any event, be liable for any loss you may have a) relating to any business interest(s) you may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption or b) of earnings.
- 15.2. Nothing in these terms and conditions shall affect The Company's liability for negligence resulting in death or personal injury, or any other liability which cannot be lawfully excluded or restricted.
- 15.3. If You have a warranty for Your Vehicle from another company, You should check, and will be deemed to have checked, the terms of any warranty before instructing The Company to carry out Work. The Company and its agents or sub-contractors will not be responsible for the effect of the Work on any other warranty You may have.
- 15.4. You must remove from the Vehicle any valuable items not connected to the Vehicle. The Company will not be responsible for the loss of, or damage to such items, and You must rely on Your own insurance in the event of such loss or damage.
- 15.5. The Company shall not be liable for any loss or deemed to be in breach of the conditions if any delay in performing its duties or inability to perform any of its obligations is the result of factors that are beyond The Company's reasonable control including, without limitation, the activities of civil or government authorities, third party industrial disputes, industrial disputes where The Company have taken reasonable steps to prevent the effects of such action on its services, but have been unable to do so; acts of god; or severe weather conditions.
- 15.6. If at any time You are on site at a Garage, You shall comply with all health, safety and warning notices displayed at the Garage. You shall also comply with any instructions provided relating to use of the Goods.

### **16. Sub-contracting**

- 16.1. The Company shall be entitled to appoint any of its network of Garages as its agent and sub-contractor to carry out its obligations under this agreement.

## **17. Guarantee**

- 17.1. The Company will provide You with a guarantee against any defective Goods or Workmanship for a period of 12 months after the Work has been completed. This warranty will cover the replacement parts used in the Work and defective Workmanship associated with the Work. This warranty is in addition to Your statutory rights relating to defective Goods or services.
- 17.2. No warranty will apply if You:
- a) fail to comply with any of the Vehicle manufacturer's operating instructions or fail to have the Vehicle serviced to the Vehicle manufacturer's recommended schedule.
  - b) fail to comply with any operating instructions or notices or information provided by The Company or any of The Company's Garages.
  - c) subject the Vehicle or Goods to conditions in excess of normal wear and tear or the Vehicle is used for racing or rallying.
  - d) travel more than 12,000 miles in the Vehicle in the 12 months subsequent to the Work being completed.
  - e) fail to inform The Company of any defect promptly, or fails to allow The Company the opportunity to examine or remedy such defect.
- 16.3. If You have a complaint regarding the Work or Goods of The Company's Garage You should contact The Company in the first instance. The Company will investigate any dispute or complaint regarding the Work or Goods and will reasonably endeavour to notify You within 30 days of the results of such investigation. This shall not restrict or prevent You from exercising any legal remedy.
- 16.4. You must contact Customer Services at The Company on telephone number 0845 527 5505 to have remedial Work undertaken under this guarantee. You must NOT contact The Company's Garage directly.
- 16.5. The Company at its sole discretion will decide where any remedial Work is undertaken. All reasonable efforts will be made to undertake such Work at a location convenient to You.

## **17. Changes to Terms and Conditions**

- 17.4. The Company is entitled to change any of the Terms and Conditions of Roadserve "Product name" Membership at renewal.
- 17.5. The Company also reserves the right to make changes to the Terms and Conditions during the membership year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

## **18. Written Communications**

- 18.1. Applicable laws require that some of the information or communications The Company send to You should be in writing. When using The Company's website or contacting The Company by telephone, You accept that communication with The Company will be mainly electronic. The Company will contact You by e-mail or provide You with information by posting notices on its website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that The Company provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

## **19. Using Personal Information**

- 19.1. The Company acknowledges its obligations under the Data Protection Act 1988 and all related legislation.
- 19.2. Information You provide or The Company hold about You (whether or not under the agreement with You) may be used by The Company or its agents to:
- a) identify You when You contact The Company;

- b) help identify accounts, services and products which You could have from The Company from time to time (The Company may do this using an automatic scoring system, which uses the information You have provided, any information The Company hold about You and information from other agencies, including credit-reference agencies);
  - c) help run and contact You about the improved running of any accounts, services and products The Company have provided before, or provide now or in the future (The Company may contact You by email or text message if You have given The Company these contact details);
  - d) create statistical and testing information and carry out marketing analysis and customer profiling (including using information about what You buy from The Company and how You pay for it, for example usage rates and any discounts The Company have offered You – these are examples only and not a complete list);
  - e) help to prevent and detect fraud or loss; and
  - f) contact You in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by The Company and selected partners.
- 19.3. The Company may allow other people and organisations to use information The Company hold about You:
- a) to provide services You have asked for;
  - b) help to prevent and detect debt, fraud or loss. In addition, if You have failed to pay The Company, in which case The Company may transfer Your debt to another organisation and provide them with details about You and that debt;
  - c) if The Company have been asked to provide information for legal or regulatory purposes; or
  - d) as part of current or future legal proceedings.
- 19.4. The Company may also allow Your information to be used by other Hollyfield group companies for them to carry out any of the above purposes.
- 19.5. Your information may be used for training purposes. The Company may also monitor and record communications with You (including phone conversations and e-mails) for quality assurance and to make sure that The Company are meeting its legal and regulatory requirements.
- 19.6. If You give The Company information on behalf of someone else, You confirm You have given them the information set out in this document, and that they have given permission for their personal information to be used in the way The Company have described. If You give The Company sensitive information about Yourself or others (such as health details or details of any criminal convictions of members of Your household), You agree (and confirm that the person the information is about has agreed) to The Company processing this information in the way set out in this document.

## **20. Interpretation of Law and Language**

- 20.1. These terms and conditions and any agreement formed resulting from them shall be governed by English law and the parties agree to submit to the jurisdiction of the English Courts.
- 20.2. The headings to the sections of these conditions are for convenience only and have no substantive meaning.

## **21. If You Have a Complaint**

- 21.1. If You have a complaint please write to Hollyfield Roadserve Ltd, Financial House, Midland Drive, Sutton Coldfield, West Midlands, B72 1TU or email [customerservice@roadserve.co.uk](mailto:customerservice@roadserve.co.uk) or call 0845-527 5505