

Anthony D Evans

# Vehicle Rescue

## Terms & Conditions

### Definitions

We are: Equine Rescue Services Ltd & we work on behalf of Anthony D Evans Insurance Brokers & Co. Ltd

Our Registered Office is: Retro House, Unit 6d Parkway Farm Business Centre, Poundbury, Dorchester, Dorset DT1 3AR

Member: The person named on the membership documents who is the registered owner of the Eligible Vehicle, or a person with the permission of the registered owner.

Eligible Vehicle: The vehicle which is recorded on the membership documents.

Membership: Your membership lasts for one year from and inclusive of the date specified in the membership document.

Your membership is valid upon payment of our annual membership fee. Upon renewal of your membership, the services you receive will be those set out in the Terms of Membership current at the time of such renewal. To qualify, vehicles must be registered to you and specified in the membership documents. If you change your vehicle during your membership year you must inform Anthony D Evans Insurance Brokers in order for your new vehicle to qualify for assistance.

General Data Protection Regulation: You will be required to give Anthony D Evans Insurance and ERS Ltd permission to store and process your personal data, solely for the administration of your membership and the provision of our breakdown and recovery services you have requested. We do not store or process children's personal data, consequently you will be asked to confirm that you are over 18 years of age. We will not pass your details onto third parties.

Law and Jurisdiction: Your ERS Ltd Membership is governed by the laws of England.

We/Us/Our: The assistance service which is operated by ERS Ltd and by any authorised employees or agents operating on behalf of ERS Ltd.

Territorial Limits: The United Kingdom.

Period of Membership: 12 Months from the commencement date shown on the membership documents.

Breakdown: The sudden and unforeseen failure of the Eligible Vehicle, whilst in use, caused by mechanical or electrical defect, therein causing such vehicle to be immobilised.

Home: The address last notified to us as the place where the Eligible Vehicle is normally kept within the territorial limits. If the vehicle is kept at a place other than your home address, we will ask you to provide this to us also.

The Service: ERS Ltd provides the following services:

## General Conditions

### Membership

1. You are not entitled to service under this membership within the first 24 hours of affecting your membership. If you do breakdown during the first 24 hours assistance can be provided at your own expense and we will invoice you retrospectively.
2. We will give service provided you have paid your membership subscription and do not owe us any money.
3. You must declare all material facts which are likely to affect the terms of your membership.
4. We will not make a refund if you cancel your membership during the membership year, except if you have cancelled within the first fourteen days from inception of your membership, and only providing you have not used our services.
5. You must produce a valid membership number or proof of identity to use our services. If these are not available we may refuse service or make a charge.
6. You must notify us immediately of any changes in the details you provided at the start of your membership.
7. You will be required to reimburse to us within 30 days from date of our invoice for any costs or expenses paid out on your behalf. Failure to do so may affect your ability to access the service.
8. If you fail to pay any outstanding fees, under the terms of membership we will take legal action against you to recover the funds. Interest will be added monthly, in line with Her Majesty's Court Service, HMCS.
9. Vehicles being used for business purposes i.e. Hire and Reward or exceeding 18 tons gross vehicle weight are not eligible under a standard membership and would need to contact Anthony D Evans Insurance Brokers to obtain a specialised rate.
10. If you believe you have grounds to register a complaint regarding a service that we have provided, you must register the complaint with us within fourteen days of the date of the incident. Letters must be addressed to "Customer Services, ERS Ltd, Retro House, Unit 6d Parkway Farm Business Centre, Poundbury, Dorchester, Dorset DT1 3AR."
11. We reserve the right to refuse renewal of a membership.
12. Your telephone calls to and from both Anthony D Evans Insurance Brokers and ERS Ltd may be monitored and recorded as part of our training and quality assurance program. This complies with OFCOM regulations.

### Vehicles and Breakdowns

1. ERS Ltd will arrange and pay reasonable costs for roadside assistance and/or recovery of the Eligible Vehicle. The cost of parts, tyres, oils and materials remain the responsibility of the member and will be charged retrospectively by ERS Ltd. You will not/cannot be charged at roadside.
2. The Eligible Vehicle must be Legal and kept in a roadworthy condition. They must be maintained in accordance with the manufacturer's recommendations and must be serviced regularly. We retain the right to request proof of servicing.
3. An informed decision of either roadside repair or recovery will ultimately be made by our Service Centre.
4. We retain the right to request proof that faults which have given rise to previous incidents during the current membership year have been rectified
5. We will take legal action against anyone who uses our services dishonestly.

6. Our employees and contractors will use reasonable skill and care when providing the service.
7. We will not be responsible for any consequential loss in connection with an incident, however it is caused.
8. Tyres must be maintained in accordance with the law and the manufacturer's servicing guidelines.
9. Following a tyre blow out, normally a new tyre will be fitted unless you specify that you require your own spare tyre to be fitted. However, there may be circumstances in which a new tyre must be fitted, e.g. for safety reasons if the tyre is not readily accessible such as on a motorway or other dangerous locations.
10. New tyres are charged out at a premium rate. We recommend you carry a serviceable spare wheel and tyre.
11. You must carry and have available for the technician any special tool or equipment needed to remove the wheels. We will not be held responsible for damage caused to wheels and trims as a result of locking devices not being readily available.
12. The prices of mechanical parts and materials that are given at roadside or on the phone by our staff or contractors at the time of the breakdown are estimated prices only and cannot be guaranteed.
13. A garage/specialist undertaking work on your instruction, and which is not covered under your membership, will be deemed to be acting as the agent for you. We will only pay for services provided by ourselves unless prior authority has been obtained.
14. All workshop labour is payable by the member.
15. Following a Road Traffic Collision, Fire, Theft, or external damage, i.e. wing mirrors, we will provide you with assistance but we will invoice you retrospectively. We may agree to invoice your insurance company directly.
16. We will not pay for broken or shattered windscreens. If a windscreen cannot be fitted at the location we will recover you to the nearest windscreen repairer.
17. Repairs carried out at the roadside are considered to be a temporary repair; a permanent repair must be carried out as soon as possible.
18. If a prohibition notice has been issued on the vehicle, any assistance required, whether as a direct result of the prohibition order, or thereafter, will not be provided under this membership. Assistance can be provided at your expense and we will invoice you retrospectively.
19. Attendance at, or recovery from, trade premises, MOT or VOSA Test Stations is not covered under this membership.
20. Breakdowns which are considered to have been caused by human error (e.g. adding incorrect fuel, running out of fuel, being bogged or ditched, loss of keys, keys locked in the vehicle and isolator not being used) are not covered under this membership. Assistance can be provided at your own expense and we will invoice you retrospectively.
21. If we are called out repeatedly for the same fault and you cannot provide proof that sufficient action has been taken to rectify the fault, we retain the right to charge you the full cost of the repeat incident.
22. You will have to pay any toll, ferry fees, congestion and emission charges.
23. If your vehicle is recovered by us to our agents premises for storage we will pay storage fees for the first 24 hours only. Any charges thereafter will be chargeable.
24. Assistance for incidents caused by any wilful or negligent act by the Member is not provided, e.g. radio or lights left on, therefore causing a drain on the battery.
25. Assistance to vehicles immobilized, temporarily or otherwise by flood, snow, sand or mud is not covered by this membership.
26. You must take all ordinary and reasonable precautions to prevent or minimize any loss, damage or breakdown covered under this membership.
27. "At Home" service - ERS Ltd will cover the first 2 hours of labour at the registered address and reasonable costs to recover the eligible vehicle, if it cannot be recovered to the nearest agreed repair facility. Labour in excess of 2 hours will be charged to the member retrospectively.
28. KEYS – We cannot provide replacement keys or auto locksmith services under your membership. In cases where a key is lost or broken, and which causes the vehicle to be immobilized, we will only offer to recover your vehicle to a repairer of your choice or home. Where keys have been locked inside we will use a reasonable attempt to gain access and

recover the keys. If this is not possible we will recover your vehicle to a repairer of your choice or home.

## **Service Provided – What is covered under your Membership.**

### **Vehicle Rescue. (Membership prefix 401PV)**

This is a Nationwide Membership including "at home" assistance and unlimited distance recovery within the UK.

- Roadside Assistance a from a mechanical agent or tyre specialist.
- "At home" assistance.
- Vehicle Recovery to any single destination within UK.
- Overnight accommodation for you and up to 4 passengers.

**Trailer or Caravan Rescue** – Assistance for any trailer or caravan being towed by the eligible vehicle will only be provided if you take out additional cover and the trailer or caravan does not exceed 3.5tons Gross Vehicle Weight.

## **IMPORTANT NOTICE RELATING TO TYRES**

About a third of all the breakdowns we attend are tyre related.

We strongly recommend that you carry a legal, serviceable, and easily accessible spare wheel on board, or at least a spare rubber (just the actual tyre). If carrying just the rubber you will need to make us aware that this is the case.

If you are not carrying a spare, as detailed, above we will attend and supply you with a new tyre or tyres roadside.

The price of each tyre will depend upon the weight of the vehicle and your brand preference. The prices are as follows:

	<b>Economy Tyre</b>	<b>Mid-Range Tyre</b>	<b>Premium Tyre</b>
15"/16" Diameter	£150	£174	£186
17.5" Diameter	£240	£300	£324

\* 19.5" to 22.5" tyres will be priced separately.

The above prices are inclusive of disposal fees, pressure valves and caps and VAT. Also available on our website at [www.equinerescue.co.uk](http://www.equinerescue.co.uk). Equine Rescue Services are the only equine breakdown service to publish tyre prices allowing you to be informed prior to purchase.

## **TYRES OVER 10 YEARS OLD**

From February 2021 the Government introduced a law which bans tyres that are over 10 years old to be fitted to a front steered axle on an HGV, Buses and Coaches. Vehicles that have a gross weight (GVW) of over 3.5 tonnes fall into the HGV / LGV category.

The reason for the ban is that ageing tyres can suffer corrosion which on visual inspection may not be evident and will cause the tyre to fail.

It is lawful to use tyres aged more than 10-years on other axles but not recommended.

The information you need to find out the age of your tyres is located on the tyre sidewall. Look for the letters DOT then a number code. This production code will tell you the age of your tyre: the first pair of numbers are the week of manufacture, and the second pair are the year.

The DVSA are stepping up roadside checks to ensure compliance and vehicles that fail the checks will receive a prohibition notice and the driver will be fined.

For the safety of you, your passengers, horses and other road users we strongly recommend you have all your tyres checked and where necessary changed, as soon as possible ahead of this summer's events.

Don't forget your spare tyre if you have one. If the spare tyre is over 10 years old it cannot be used to replace a punctured tyre.