

## **GENERAL TERMS AND CONDITIONS -**

Applicable for the optional upgrades within the **c**lub membership

- The membership upgrades are administrated by The Auto Group.
- This membership will only be considered once the membership application has been received and the relevant payment has been made. The Auto Group will only pay out, if the incident occurs within the membership period.
- 3 Legal Jurisdiction:

In the event of any dispute between the parties relating to this membership, it is mutually agreed that before embarking on litigation proceedings, the parties will attempt to resolve it through negotiations or effective dispute resolution by the appointment of a mediator/arbitrator. If either party unreasonably refuses to invoke the mediation process, the other party can, on giving notice, rescind this term. In the event of a benefit being rejected for any specified reason we reserve the right to add or subtract from our initial conclusion if more evidence should be presented. The membership holder has 3 months to appeal the decision made by The Auto Group, failure to appeal the decision within this period will result in your request being refused. This membership will be governed by the law of England and Wales unless the membership was enacted in Scotland, in which case the law of Scotland applies.

- Incidents where the owner of the membership is found to have operated or acted without due care, under the influence of alcohol and or any illegal substance will not be accepted. Any theft or malicious damage which is not accompanied by a valid and substantiated crime reference number will not be accepted.
- No part of this membership may be altered without the written consent of The Auto Group.
- One membership per vehicle.
- 7 This membership will come to an end if any attempt is made to commit fraud.
- If the vehicle is sold or disposed of, this membership will come to an end.
- The membership cannot be transferred. The only exception is in the event of the members death. The Auto Group will transfer the remainder of the membership to an immediate relative without charge.
- This membership is cancellable at any time up to 14 days from the start date by either party. If you have made a payment to a third party, then you should request a refund from them. We reserve the right to decline your cancellation request and to charge an administration fee in certain cases. Cancellation requests must be received in writing from the customer.
- In the event of a benefit being requested, we reserve the right: (a) To appoint a network specialist; (b) To have the vehicle examined by an independent assessor, the result of which will be binding on all parties.



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- Your vehicle must have a valid MOT (if applicable) and Road Tax at the point of a benefit being received. Failure to abide by this term will result in any membership benefits being revoked.
- This membership does not cover acts of negligence or driver abuse which render components inoperative.
- We accept no liability for loss of use, inconvenience, lost time, commercial losses or any other incidental or consequential damages.
- This membership does not cover vehicles used for Hire and Reward.
- Any vehicle or customer details listed on this membership that are inaccurate or incorrect can and may affect your membership benefits.
- Any damage incurred before the membership start date.
- Our Membership network only operates in the United Kingdom. Membership benefits cannot be claimed if the incident occurs outside of the United Kingdom.
- 19 Complaints Procedure:
  - If you have a complaint, please email us at complaints@theautogroup.co.uk or write to us at: The Auto
  - Group, Unit 8, Abbots Business Park, Primrose Hill, Kings Langley, WD4 8FR
- All club benefits are at the discretion of The Auto Group, terms and conditions apply.
- The information contained within this document is correct as of February 2020. The latest information can be obtained at the point of purchase or you can visit our website at www.theautogroup.co.uk/club.

## **IMPORTANT:**

You are responsible for ensuring that you are the named driver on a fully comprehensive insurance policy covering the listed vehicle. It is also a minimum requirement to hold a Full UK driving license.