

## 1 ABOUT OUR TERMS

1.1 These Terms explain how you may use the AU Assist App which is provided by us free of charge, though certain services booked and/or provided via the App may be charged for.

1.2 You should read these Terms carefully before using the App.

1.3 By downloading, accessing or using the App or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you should stop using the App immediately and delete it from your device.

1.5 If you have any questions about the App, please contact us by:

1.5.1 e-mail: [support@auassist.co.uk](mailto:support@auassist.co.uk), or

1.5.2 telephone: 0845 501 0002

### 1.6 Definitions

**"App"**: has the meaning given to it in clause 1.1;

**"Booking"**: means a concluded order for the Garage Client to provide to you the services described in the App;

**"Content"**: means any text, images, video, audio or other multimedia content, software or other information or material on the App;

**"Garage Client"**: means the garage or business with whom you are able to make a Booking through the App;

**"Terms"**: means these terms and conditions of use as updated from time to time under clause 12;

**"we"**: means AU Assist Ltd, company registration number 12887862 and the registered office of which is at 28 Bumpers Lane, Sealand Industrial Estate, Chester, CH1 4LT (and "us" or "our" shall have the same meaning); and

**"you"**: means the person accessing or using the App or its Content (and your shall have the same meaning).

## 2 USING THE APP

- 2.1 The App is for your personal and non-commercial use only.
- 2.2 You agree that you are solely responsible for:
- 2.2.1 all costs and expenses you may incur in relation to your use of the App;  
and
  - 2.2.2 keeping your password and other account details confidential.
- 2.3 The App is intended for use only by those who can access it from within the UK. If you choose to access the App from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the App as accessible as possible. If you have any difficulties using the App, please contact us using the contact details above.
- 2.5 As a condition of your use of the App, you agree to comply with our Acceptable Use Policy set out in clause 4 below.
- 2.6 When you make a booking this is done subject to the Garage Client's terms and conditions (if any) which will be provided to you before your Booking is confirmed, by proceeding with any Booking you agree to those terms and conditions. If you do not agree to those terms and conditions you should cancel the Booking before obtaining the goods or services relating to it.
- 2.7 We may prevent or suspend your access to the App if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.
- 2.8 You must ensure that all account information provided by you when registering to use the App is true and accurate. We will not be responsible for any loss that you might suffer as a result of a failure by you to provide such true and accurate information.

## 3 YOUR PRIVACY AND PERSONAL INFORMATION

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

3.2 Our privacy notice is available at  
[https://www.auassist.co.uk/files/au\\_privacy\\_policy.pdf](https://www.auassist.co.uk/files/au_privacy_policy.pdf).

#### 4 **ACCEPTABLE USE**

4.1 When you download the App you will not own it. Instead we give you permission to use it (also known as a “licence”) for the purpose of you using it according to these Terms.

4.2 The licence to use the App:

4.2.1 is personal to you;

4.2.2 is non-exclusive to you. We may supply the same or a similar app to other users;

4.2.3 may be used on an unlimited number of devices, so long as you are the owner of those devices;

4.2.4 may not be:

4.2.4.1 copied by you except for a reasonable number of necessary back-ups;

4.2.4.2 changed by you (which means, in particular, that you are not allowed to adapt, reverse engineer or decompile it, or try to extract any source code from it, except where any of this is allowed by law);

4.2.4.3 combined or merged with, or use in, any other computer program or software;

4.2.4.4 distributed or sold by you to any third party;

4.2.5 includes all updates, upgrades, new versions and new releases; and

4.2.6 contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns such information, such as copyright (©), registered trademark (®) or unregistered trademark (™) markings.

4.3 Except where you have permission to use the App under this clause 4, you will not obtain any rights of ownership or other rights (of whatever nature) in the App or any copies of it.

- 4.4 As a condition of your use of the App, you agree not to use the App:
- 4.4.1 for any purposes which are or might be unlawful under any applicable law or prohibited by these terms;
  - 4.4.2 to commit any act of fraud;
  - 4.4.3 for the purposes of promoting unsolicited advertising or sending spam;
  - 4.4.4 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (“phishing”);
  - 4.4.5 in any manner that disrupts the operation of our site or business or the website or business of any other entity;
  - 4.4.6 in any manner that harms minors;
  - 4.4.7 to promote any unlawful activity;
  - 4.4.8 to gain unauthorised access to or use of computers, data, systems, accounts or networks.

## 5 **BOOKINGS**

- 5.1 The App is made available to you solely in order to facilitate Bookings and the subsequent provision of services and goods by the Garage Client. As such we are not a party to any Bookings or any other arrangements between you and the Garage Client for the provision of goods and/or services and we shall have no responsibility to you in respect of the same.
- 5.2 We make no warranty, representation, or other guarantee of any nature in respect of any goods and services provided by the Garage Client and, you must undertake your own checks in respect of the Garage Client to ensure that you are satisfied that they have the necessary expertise and experience to undertake any services requested. Any dispute or claims of any nature (including for defective goods or services) arising out of a Booking or any other arrangements with the Garage Client must be taken up with the Garage Client directly.
- 5.3 If you wish to make a Booking in respect of a service listed on the App you should select the relevant Service and click “submit”, this will notify Garage and will constitute a request by you to order those services. Garage will then respond to you via App, email or telephone. This contact will be an offer from the Garage to provide the

services at a quoted price and when that offer is accepted by you a legally binding Booking with the Garage is concluded.

## **6 OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS**

6.1 The App and all intellectual property rights in it (including but not limited to any Content) are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in the App or in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

6.2 Nothing in these Terms grants you any legal rights in the App other than as necessary to enable you to access and use the App. You agree not to adjust or to try to circumvent or delete any notices contained on the App (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the App.

6.3 The use by you of any trade marks on the App is strictly prohibited unless you have the relevant owner's prior written permission.

## **7 ACCURACY OF INFORMATION AND AVAILABILITY OF THE APP**

7.1 While we try to make sure that the App is accurate, up-to-date and free from bugs or other errors, we cannot promise that it will be. Furthermore, we cannot promise that the App will be fit or suitable for any purpose. Any reliance that you may place on the information on the App is at your own risk.

7.2 We may suspend or terminate operation of the App at any time as we see fit.

7.3 Content is provided for your general information purposes only and to inform you about us and products, features or services that may be of interest. It does not constitute technical or any other type of advice and should not be relied on for any purposes.

7.4 While we try to make sure that the App is available for your use, we do not promise that the App is available at all times nor do we promise the uninterrupted use by you of the App.

8           **HYPERLINKS AND THIRD PARTY SITES**

The App may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

9           **LIMITATION ON OUR LIABILITY**

9.1        Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- 9.1.1       losses that:
  - 9.1.1.1       were not foreseeable to you and us when these Terms were formed; or
  - 9.1.1.2       that were not caused by any breach on our part;
- 9.1.2       business losses; and
- 9.1.3       losses to non-consumers.

9.2        Services provided as part of any Booking are provided by our Garage Client and not by us, as such we shall have no liability to you for any losses that you suffer as a result of the provision of defective goods or services by our Garage Client. Any such losses must be claimed from the Garage Client directly.

10         **EVENTS BEYOND OUR CONTROL**

We shall have no liability to you for any breach of these Terms caused or significantly contributed to by any event or circumstance beyond our reasonable control including, but not limited to, strikes, epidemics, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11         **RIGHTS OF THIRD PARTIES**

No one other than a party to these Terms has any right to enforce any of these Terms.

12      **VARIATION**

These Terms are dated [DATE]. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 12. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the App and by continuing to use and access the App following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13      **DISPUTES**

13.1      We will try to resolve any disputes with you quickly and efficiently.

13.2      If you are unhappy with us please contact us as soon as possible.

13.3      If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

13.4      Relevant United Kingdom law will apply to these Terms.