

## Terms & Conditions of Recovery Assistance

These Terms & Conditions form an agreement between Elite Services Ltd & Carsville Coaches Ltd and the Authorised Driver and/or Business instructing the Company to recover the vehicle.

### Definitions:

<b>The Company/We/Us</b>	Refers to Elite Services Ltd & Carsville Coaches Ltd and the Recovery Agent attending to your vehicle.
<b>Authorised Driver</b>	Any person given authorisation/relevant lawful authority to drive the vehicle that requires recovering, including but not limited to the registered owner
<b>Breakdown</b>	refers to the broken-down vehicle requiring roadside assistance/recovery from Elite Services Ltd & Carsville Coaches Ltd
<b>Home</b>	The chosen recovery destination for the vehicle to be recovered to within the UK
<b>Service</b>	Emergency Roadside Assistance and Recovery for the broken-down vehicle providing the vehicle is between the weights of 7.5 – 44 tonnes only.

1. Subject to authorisation, Elite Services Ltd & Carsville Coaches Ltd Roadside Assistance and Recovery is available 24 hours over 7 days a week for assistance across the UK.
2. In the event of an Authorised Driver requiring Roadside Assistance and/or Vehicle Recovery, the job must be booked in by calling the emergency telephone numbers or emailing.
3. The initial call out fee must be paid in full via credit cards or BACS transfer before the Company will attend to your vehicle. The Recovery Agent will advise the Authorised Driver of the initial call out fee amount before attending the breakdown. This amount does not include any costs incurred by repairing or recovering the vehicle. These costs will be advised upon assessment of the vehicle by the Recovery Agent.
4. Any further costs incurred during the roadside assistance and recovery will be advised by the Company to the Authorised Driver once the vehicle has been assessed. The Authorised Driver will be required to sign the job sheet to state they agree to pay the amount outlined by the Recovery Agent.
5. Any charges, tolls or miscellaneous costs incurred by the Recovery Agent on the way, during or leaving the breakdown will be invoiced to the Authorised Driver. By accepting roadside assistance and recovery from Elite Services Ltd & Carsville Coaches Ltd, the Authorised Driver agrees to pay any charges in full within 7 days of the date give on the invoice.
6. Full costs must be paid to the Company by the Authorised Driver within 3 days of the Recovery agent attending the breakdown unless there is a credit account/facility/agreement in place.
7. The Company may refuse to provide a service if the Authorised Driver is not present at the time of the breakdown and is unable to be present at the time the Recovery Agent arrives.
8. Roadside Assistance and Recovery may be refused should the Company deem that:
  - a. The broken-down vehicle is dangerous, unroadworthy before leaving Home or overladen
  - b. Providing the service would breach the law
  - c. The Authorised Driver and any associated passengers are behaving in a threatening and/or abusive manner towards the Recovery Agent(s)
  - d. Invoices for previous services have not been paid in full
9. Upon the Company providing roadside assistance and recovery to the Authorised Driver's vehicle, the Authorised Driver understands it is their full responsibility to ensure any temporary repairs undertaken by the Recovery Agent to mobilise the vehicle are followed up immediately with a full repair at a reputable garage.
10. Elite Services Ltd & Carsville Coaches Ltd (or any sub-contractors who provide a service under the Company) do not hold any responsibility for any increased costs or expenses, loss of profit or revenue incurred as a result of the broken-down vehicle.
11. Nothing in these Terms & Conditions shall affect the statutory rights of the Authorised Driver as the consumer
12. The laws of England and Wales will apply to these Terms & Conditions, and they are subject to the non-exclusive authority of the English Courts.

### Damage:

The Company will not be responsible for damage caused:

**ELITE**

**Elite Services Ltd & Carsville Coaches Ltd**

**CARSVILLE**

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- a. To the recovered vehicle caused by air suspension failure, corrosion or failure of height sensor (or equipment)
- b. To the recovered vehicle by failure of electronic or hydraulic steering system on the recovered vehicle
- c. To the recovered vehicle by damage to the wheels or wheel trim equipment when gaining access to the transmission.

It is the responsibility of the owner, driver or operator to make the Company aware of any specialist information relating to the safe recovery of the vehicle.