



Welcome to

YOUR MEMBER INFORMATION PACK

What is Pay as You Go breakdown?

PAYG is a Membership based breakdown assistance service for vehicles up to 44T. With your PAYG Membership you only pay for the breakdown services you need at pre-negotiated rates and with 10% discount - only when you need them.

And, if you don't want to pay at the time of an incident, why not apply for our *30 day Select credit account?

Your Membership and its associated benefits are offered to you on an annual basis and from as little as £6 per vehicle to register, you can't afford not to reap the benefits a membership offers you!

You don't pay anything unless you are unfortunate enough to break down. If you do break down, you can call us & we will have your vehicle details to hand to arrange the correct assistance for you.

You will benefit from our pre-negotiated rates and pay 10% less than a non member!

With one simple call, you can relax in the knowledge that your incident is being carefully managed by one of our experienced controllers. Simple!

In this pack you will find:

- Our member only assistance & recovery rates
- The Terms & Conditions of business
- A Select credit application pack

Call us now on 0800 027 2326 to activate your membership!

*subject to status.

1 Activate your membership by calling us on 0800 027 2326 then If you experience a breakdown or accident, Call us on 0845 275 1999

2 Quote your vehicle registration number & describe your location & the problem you are having.

3 Where a credit account is not held with us, a guarantee of payment for services is taken and assistance deployed to you.

Pay as you go Member Tariff

for vehicles up to 44T



Welcome to our membership tariff for Roadside Assistance & Recovery. Our prices are very competitive & they include our management & incident control service where our specialist handlers make every effort to swiftly assess your needs and find the most efficient solution for you.

UK SERVICE – Any Vehicle <3.5T GVW (up to a maximum of 5.5m in length)	up to 2.5T GVW	up to 3.5T GVW
Roadside Assistance (incl. 1st hr & local tow within 10 miles)	£ 80	£ 90
Additional Labour Rate at Roadside (per hour)	£ 60	£ 60
Recovery Callout	£ 80	£ 90
Plus Mileage Rate (calculated from agents base to destination and back)	£ 1.55	£ 1.55
Bank Holiday Supplement	£ 30	£ 30
Specialist Charges including road traffic accidents (winching, lifting, skates, diagnostic equipment, etc)	By Quotation	By Quotation
EU SERVICE – Any Vehicle (up to a maximum of 5.5m in length)	up to 2.5T GVW	up to 3.5T GVW
Roadside Assistance and local tow	**Minimum £500 initial guarantee for services	

UK SERVICE – Any Vehicle >3.5T GVW (over 5.5m in length)	Roadside Assistance (All Weights)	Recovery (3.51T – 7.5T)	Recovery (7.51T – 24T)	Recovery (24.1T – 44T)
*Initial Incident Fee (including 1st Hour)	£ 85	£ 100	£ 110	£ 120
Additional Hours	£ 65	£ 75	£ 80	£ 100
Additional Man (per hour)	£ 55	£ 55	£ 55	£ 55
Bank Holiday Supplement	£ 50	£ 50	£ 50	£ 50
Specialist Charges	By Quotation	By Quotation	By Quotation	By Quotation
EU SERVICE – Any Vehicle >3.5T GVW (over 5.5m in length)	**Minimum £1000 initial guarantee for services			

Notes:

- For each incident requiring Roadside Assistance in the UK, where a Select credit account is not held and where the vehicle weight exceeds 3.5T, we will debit £215+VAT as a guarantee of service.
- If further assistance is required and additional funds are necessary we will contact you prior to arranging them.
- All prices shown are in Pounds Sterling (GBP) and are subject to the standard rate of VAT.
- *Initial incident charge includes our management fee and first hour of assistance provided.
- Charges are made for our agents travelling time, to and from the incident location.
- Parts or materials charged at cost price + 15%. Fuel is charged at cost.
- **For European incidents we will debit your card the fee shown to guarantee services abroad, we will contact you prior to arranging further services where additional funds are required.
- When applicable, you will be reimbursed the difference between the fees charged and the final invoice amount less any management fee.
- Rates shown are based on a 7 day 24 Hour basis and are valid until April 2016.

Terms & Conditions of Service for Pay as You Go Membership

These Terms and Conditions, the information You have provided to Us regarding the Services you have chosen, the National Breakdown or Truck Assist letter of acceptance & the service tariff constitute evidence of the contract between Us and You. They should be read as one document and form the basis of the contract and replace all other agreements whether oral or in writing relating to the same. Under European Law, You or We may choose which law will apply to the Terms and Conditions. English law will apply unless both parties agree in writing otherwise. National Breakdown is the provider of Insurance Services and Truck Assist the provider of the 24 hour call handling provision.

Definitions

Member/Membership: Any company or organisation that has paid the appropriate subscription or applied for the appropriate account as set out by Us for a pay-on-use/select account membership and has received the National Breakdown letter of acceptance;

Geographical Limits

The UK, Channel Islands and the Isle of Man. Mainland Europe.

Service(s): Assistance, Recovery and/or repair or other Services (excluding Road Traffic Accidents, workshop repairs unless arranged in advance with Us) or alternative or further Services which may be requested by You and upon such request determined and provided by Us in Our sole discretion;

Us/We/Our: International Breakdown Ltd under the trading name of National Breakdown and/or Our agents (including service providers), sub-contractors and Our associated companies;

You/Your: You or Your representative.

Select Credit Account: A 30 day credit Account linked to your Pay as you Go membership.

Terms of Business

We will on request from You provide to You, Services on motor vehicles that are owned, rented, leased and/or operated by You (the Vehicles) subject to these Terms and Conditions.

1) Your rights under these Terms and Conditions shall be subject to review from time to time and will be notified to You in writing.

2) You must tell Us of any change in any information or circumstances including but not limited to financial, operational or Company/Regulatory status changes as soon as possible as failure to do so could affect the Services provided to You by Us.

3) We reserve the right to refuse any credit application at any time and adjust the credit limit to You from time to time.

4) Unless otherwise stated, all prices quoted by Us are exclusive of VAT, Insurance Premium tax (where applicable) and any other national or local taxes imposed on the cost of supplying such services.

5) You shall pay Us for any Services requested by You that We provide to You and shall be those amounts as indicated (but not limited to) our published Tariff. Where a Select Credit account is held and Upon completion of any Services You shall be invoiced for such Services and any amounts due shall be paid to Us immediately on the due date as set out in the invoices. Where a Select Credit account is not held, You shall pay Us for any Services requested by You that We provide to You but Payment will be requested for such Services immediately using a credit/debit card. Statements of account will be provided where necessary.

6) You shall make any request for Services using the emergency telephone number notified to You by Us from time to time for this purpose.

7) In these Terms and Conditions an Account holders' representative shall include any person who in Our opinion appears to be acting on behalf of You with the inclusion of the driver of the Vehicle.

a) An Account holders representative shall at all times be deemed to be the Account Holders duly authorised agent and to be acting on behalf of You and You shall be liable for all acts and defaults of Your representative.

8) Each request for Services from You shall of itself constitute:

a) an authority to Us to carry out recovery and/or repair Services; and/or any other recovery

b) and/or repair Services which at the time We think reasonable; and/or

c) for the avoidance of doubt any alternative or further Services which may be requested by You and,

d) an undertaking by You to pay Our invoice(s) in respect of the Services provided by Us in accordance with the terms for payment in force at that time.

9) The amount payable by You for the supply of any Services shall be paid within 30 days of the date of Our invoice for the same and We shall be entitled to charge interest on any amount overdue at the rate of 3% over the NatWest Bank base rate from the date the payment was due until the actual payment both before and after judgment and shall be entitled to recover from You all costs and expenses incurred in attempting to obtain such payment. If the 'Late Payment of Commercial Debts (Interest) Act 1998' applies, We will be entitled to charge You interest at the rate applicable under that Act.

10) You acknowledge that because of the variable nature of the services We provide, We are unable to give You an irrevocable estimate or quote and You agree to pay on demand the actual charges of the Service(s) provided. By requesting such services, You will be deemed to have accepted the then current and applicable charges.

a) For the avoidance of doubt, where We are requested to assist with an incident, and despite reasonable efforts by Us, We are unable to contact You or Your representative, You authorise Us to incur charges of up to £500 which You agree to pay on demand.

11) Any repairs effected to a vehicle other than at garage premises shall be temporary only and sufficient to enable the Vehicle to journey to the nearest garage and You should have a permanent repair carried out prior to any further use of the vehicle.

12) We will not be liable in any circumstances for any infringement howsoever caused of any manufacturer's or dealer's warranty as a result of Services supplied.

13) Where You make an advance payment by credit card or otherwise, You agree that the advance payment is only an estimate of Our charges and You are responsible for paying the actual charges of the service(s) You receive, in accordance with the terms of this agreement. Where a refund is due such a refund will be made within 30 days of the date that We receive the final invoice from the relevant agent or third party where applicable.

14) We shall be entitled to sub-contract or appoint agents to carry out all or any Services.

15) Notwithstanding any other provisions of the Terms and Conditions, We shall not be obliged to provide You credit that exceeds Your credit limit specified in writing by Us from time to time;

a) Any credit facilities provided by Us to You shall also be subject to the Terms and Conditions for credit facilities imposed by Us from time to time.

16) You may cancel this Account at any time. This does not affect your liability for charges incurred up to and including the date of such termination.

17) We may cancel Your Account at any time at Our discretion by giving to You 7 days notice in writing; and

a) Notwithstanding Clause 15 above, if You fail to pay one of Our invoices on the due date, We may terminate Your Account forthwith in writing.

18) Without prejudice to Clause 15, where You fail to pay one of Our invoices on the due date We shall not be obliged to provide Services to You whilst payment of that or any other invoice of Ours remains overdue.

19) If any information provided by You proves inaccurate or if following request for Services You do not subsequently need or take up any Services then You shall still be liable for any costs or expenses incurred by Us.

20) Subject to clause 23 We shall not be responsible for any loss or damage resulting from Services We provide.

21) Where under these Terms and Conditions We are entitled to vary, determine or specify any subscriptions, charges, fees, procedures, these terms or conditions or other matters We shall be entitled to act in Our absolute discretion in exercising such rights.

22) Where we provide services using a third party, You authorise us to make such an appointment on Your behalf and as Your agent. Accordingly, You acknowledge and agree that such an appointment shall give rise to a contract or other legal relationship between You and the relevant party. Your remedy for any act or omission of the third party or any of their employees, agents or sub-contractors shall be against the third party or the relevant employees, agents or sub-contractors and not against Us. Except where the law provides otherwise, we shall not have any liability to You whether in contract, tort (including, without limitation negligence) or otherwise in respect of any act or omission of any contractor, any of their employees, agents or sub-contractors.

23) We shall endeavour to carry out Services properly requested by You in an efficient manner but shall not be liable to You or any third party for any loss or damage incurred or allegedly incurred by You or any other third party carrying out Services for whatever reason.

24) We will not be liable for any loss of profit or any loss of business, loss of contract, loss of anticipated savings or any indirect or consequential losses howsoever incurred by You as a result of the provision of the Services by Us or otherwise.

25) At Your request We shall provide Services to You within the Territory.

26) In the event of any Services being carried out in relation to any Vehicle and/or trailer containing animals or livestock it shall be Your responsibility to arrange for removal and transfer of such animals or livestock from the vehicle or trailer if in Our opinion such removal and transfer is necessary. For the avoidance of doubt We shall not have any liability to You or any third party during the removal process.

27) We will not be liable to You or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or failure to perform, any of Our obligations in relation to these Terms and Conditions if the delay or failure was due to any cause beyond Our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Our reasonable control:

a) Act of God, explosion, flood, tempest, fire or accident;

b) War or threat of war, sabotage, civil disturbance or requisitions (Wherever such incidents occur irrespective of whether it is where the Services are to be performed) and any terrorist activities;

c) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

d) import or export regulations or embargoes;

e) difficulties in obtaining raw materials, labour, fuel, parts or machinery; or

f) Adverse weather, local events or traffic.

g) Minimal or restricted resources in rural areas.

28) The parties to these Terms and Conditions are You and Us and any person or company who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

29) The Service is available for cars, motorcycles, vans and Trucks not exceeding 44 Tonnes gross vehicle weight.

30) It is Your responsibility to remain with the vehicle at all times during an incident where Our Services are requested. If the vehicle is not so accompanied when the service provider arrives, Service may be delayed and You will be invoiced for the costs incurred.

31) Where Service has been requested and subsequently cancelled and where a charge is incurred. Such a charge will be invoiced to You by Us.

32) We may use the details You give Us to provide this service and any other future application You may make. We may also pass Your details to Our suppliers of goods and Services for the purpose of providing the Services.

33) Each provision in this Agreement may be separated from each other provision. If at any time any provision is or becomes invalid, illegal or unenforceable, this will not affect any other provision.

34) If We delay or fail to rely on any right under this Agreement We may rely on that right later.

35) You may not set off or withhold any payment due to Us unless You have a legal right to do so. We may accept part payments marked as payment in full or in similar language without losing Our right to claim full payment.

36) Mid-term adjustments to your membership (including but not limited to vehicle updates, change of address, replacement cards or fobs.) are free of charge but are linked to a fair usage rate: Where fleet vehicle changes are swapped at a rate of more than 8 per month, a flat fee charge of £5 per vehicle thereafter will apply.

Our promise to You is...

We will always be fair and reasonable whenever You have need of the Services described in this document and that We will act as quickly as We can to provide that service. If there should ever be an occasion when You feel that We have failed to honour Our promise, We will attempt to do everything possible to ensure that Your complaint is dealt with quickly and fairly. Please contact Our customer relations department at National Breakdown, The Old Clockhouse, Odsal Road, Bradford BD6 1AQ or call us on 0800 027 2326

Select Credit Account Application for Business



We would be happy to consider setting up a 30-day credit account for you on receipt of this application form. Once your application has been successfully processed we will contact you with your credit account details. Your application can take up to 10 days to complete, so in the meantime if you need to use our services you can choose to pay by credit card. If you have any further queries or need more information, please do not hesitate to contact us on 0800 027 2326 during office hours or to report an incident please call 0845 275 1999 24 hrs. Please complete all the details below and fax back to us on +44 (0)1274 765070 or email to cs@nationalbreakdown.com.

1

Trading Name:

Contact Name:

Company Registration No.: Sole Trader? (tick)

Name/Number:

Street:

Town:

County:

Postcode:

Email:

Telephone:

Fax:

2

Bank Name:

Address:

Postcode:

Acc Number:

Sortcode:

3

Registered office (if different):

Name/Number:

Street:

Town:

County:

Postcode:

Email:

Telephone:

4

Credit amount Required / authorised Monthly spend:
£

Authorised spend per Incident (before we contact you):
£

Any additional instructions?

5

Trade Reference 1

Company Name:

Address:

Postcode:

Telephone Number:

Trade Reference 2

Further Instruction

If you have any specific instructions regarding the servicing of incidents under your account please describe them below.
For example: "Always recover vehicles back to this address...."

Declaration

I/We hereby declare that all the information I/We have provided is correct and I/We agree to operate the credit account in accordance with the terms & conditions of business which have been read and understood. I/We authorise you to take up references at any time from the mentioned bank and trade sources (we will make searches with a credit reference agency, which will keep a record of those searches and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.):

Name:

signed:

Position:

Date:

OFFICE USE ONLY

Acc. No:

Authorised by:

Date:

Credit limit: