



NTET Vehicle Breakdown & Recovery Scheme

Application Form - Steam Road Vehicle

Personal Details - Please use block capitals throughout

Forename _____	Initials _____	NTET Member No _____
Surname _____		
Address _____		

County _____		
Post Code _____		
Daytime phone _____		Evening Phone _____

Steam Road Vehicle Details

Maker: _____	Reg. No: _____
Engine No: _____	Type: <u>Waggon/Car/TE/RR/Showman/Road Loco/ Other*</u>
Comments: _____	
Special Handling Arrangements _____	
Kerbside weight: _____ kg	Length: _____ metres
Annual Fee - £135.00	

Additional Towed Units to be included in cover

1 st	Type: <u>Trailer/Living Van/Other*</u>	ID/Reg. No: _____	Weight: _____ kg
Description: _____			
2 nd	Type: <u>Trailer/Living Van/Other*</u>	ID/Reg. No: _____	Weight: _____ Kg
Description: _____			
3 rd	Type: <u>Trailer/Living Van/Other*</u>	ID/Reg. No: _____	Weight: _____ Kg
Description: _____			
4 th	Type: <u>Trailer/Living Van/Other*</u>	ID/Reg. No: _____	Weight: _____ Kg
Description: _____			
Annual Fee - £25.00 per item			

*Delete as necessary

I hereby apply to join the NTET Breakdown & Recovery Scheme. I have read and agree to abide by the terms and conditions described overleaf. Please register the above equipment using the information included on this application form.

I enclose my Cheque/Postal Order to the value of £ _____ made payable to the National Traction Engine Trust.

Signed _____ Date: _____

Send this completed form and the remittance to:

David Smith, Head of Technical Services, c/o 98 The Ridgeway, Astwood Bank, Redditch, Worcs. B96 6NA

Office Use Only

Membership No _____	Commencement Date _____
Membership Fee £ _____	Payment Received <u>Yes/No*</u>
Processed by _____	Service Provider notified on _____

November 2007



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In consideration of the requisite fee having been paid, the person named overleaf (hereinafter known as the Member) shall receive Associate Membership of The National Traction Engine Trust Vehicle Recovery Scheme (hereinafter known as The Organisation). Membership will operate for the period of one year from the date of acceptance and the Member shall have the right to participate in all benefits which The Organisation shall offer from time to time

No agent, contractor or servant of The Organisation or the National Traction Engine Trust has any authority to alter or vary these terms and conditions in any way. They may be varied only by express written agreement, signed by the Administrator of the Organisation.

The Organisation shall have the right to refuse or cancel membership if deemed necessary in order to protect the interests of The Organisation and its Members.

Membership will commence at 12.00 am (midnight) on the day that payment is received by The Organisation from the Member.

BREAKDOWN RESCUE SERVICE

Every Member, or their agent, shall automatically be entitled to the services of the AA Truck Rescue Service. The principal benefits, terms and conditions are set out below:

If the Member's Steam Road Vehicle (hereinafter known as the Vehicle) should be immobilised by a breakdown AA Truck Rescue will arrange for towing or moving (including trailed items that are itemised in the member's provision of cover) according to the level of membership in force at the time;

a. **Gold Membership** - towing or moving to either the Member's home address, to a suitable repairer or to a place of safety nominated by the Member.

The Organisation will pay for the cost of providing the recovery service subject to the following terms:

THE BREAKDOWN RESCUE SERVICE DOES NOT COVER

- 1) Any vehicle operating for hire or reward
- 2) Any vehicle not specifically manufactured for travelling on the highway
- 3) A Vehicle which is not in good mechanical or roadworthy condition
- 4) Any recovery resulting from accident, fire or theft that would normally be covered by vehicle insurance
- 5) Any claim arising from circumstances known to the Member at the time of applying for cover or at any time prior to the commencement of a journey or any claim arising as a result of a fact or facts material to this agreement where such fact or facts have not been fully disclosed to The Organisation
- 6) Any wilful act or omission of the Member
- 7) The provision of the service to any vehicle which is immobile due to the lack of fuel or water, lack of lubricants or similar deficiencies
- 8) The provision of the service to any Vehicle involved in an accident or which has suffered external damage, ditched, bogged, or been temporarily disabled by ice, snow, sand or mud
- 9) Damage, defects, wear and tear or gradual deterioration of any part of the Vehicle caused by or from ordinary usage which does not necessitate immediate stoppage
- 10) The cost of fuel, oil or other materials or spare parts
- 11) The recovery of trailed items not itemised in the Members 'extent of cover' details
- 12) The cost of recovery to more than one nominated address in respect of any one breakdown
- 13) Breakdown of any Vehicle which is being used in contravention of the law or which is being used for an illegal purpose

TERRITORIAL LIMITS

This agreement applies only to breakdowns occurring within the limits of mainland United Kingdom.

GENERAL CONDITIONS

- 1) The Member shall take all ordinary and reasonable precautions to prevent loss, damage or breakdown to the Vehicle. i.e., out of fuel, wrong fuel input or recurring fault(s)
- 2) When requested the Member will be required to reimburse to The Organisation within seven days any expense incurred by The Organisation in providing any service under this agreement for which The Organisation is not responsible
- 3) A 15% Service Charge may be added to any expense incurred by The Organisation in providing any service under this agreement for which The Organisation is not responsible
- 4) Should any account in breach of the payment terms and conditions be passed to a third party collection agency the minimum charge for that agency service is £12.75
- 5) This membership is personal to the Member's registered Vehicles and shall not be assigned
- 6) AA Truck Rescue have the right to refuse rescue service to any Member not in possession of a current Membership Card and able to quote their current membership number. The Member or his/her representative must be present when assistance arrives
- 7) AA Truck Rescue telephone operators are not expected to know the terms and conditions of every caller's membership, this is the responsibility of the individual Member
- 8) The Organisation and its Members shall, at all times in respect of The Rescue Service, be bound by the current terms and conditions as laid down by AA Truck Rescue, copies of such terms will be available on request
- 9) The Organisation, its agents, servants or independent contractors may, at their discretion, refuse service where a Member's use of or request of that service is deemed to be excessive, unreasonable or impractical
- 10) Whilst The Organisation will take all reasonable care, it is a term of membership that The Organisation and its contractors accept no liability whatsoever in respect of loss, or delay to the Member's Vehicle(s) and contents which will be and remain, at the Member's sole risk. The Member shall indemnify The Organisation and its contractors from and against all claims, costs and demands whatsoever and by whomsoever made and howsoever arising from negligence or otherwise
- 11) Any dispute relating to services received via membership to be notified to the membership office within seven days of occurrence
- 12) Callouts must be cancelled by The Member if assistance by AA Truck Rescue is no longer needed
- 13) The membership fee is non-refundable.

CLAIMS PROCEDURE

In the event of emergency breakdown, the emergency centre of AA Truck Rescue must be contacted to arrange for assistance. The precise nature of the failure and the type of recovery vehicle to be employed must be stated at the time of the request for assistance.

DISPUTES

- 1) Any dispute, difference or question which shall at any time hereafter arise between a Member and The Organisation or its respective representative, touching any claim or counter-claim put forward on the part of the Member against The Organisation in connection with or arising out of membership or any extension thereof, shall be referred to the arbitration of a single Arbitrator to be agreed by the parties
- 2) The cost of such arbitration shall be in the discretion of the Arbitrator and the award of such Arbitrator shall be a condition precedent to any legal proceedings in a court of law in respect of any matters hereby agreed to be the subject of arbitration. The arbitration shall unless otherwise agreed be held in a mutually agreed location or in a location proposed by the Arbitrator in the event of failure to agree
- 3) Service of a notice served by post shall be deemed to have been made two days after posting. In proving service by post it shall be sufficient proof that the envelope containing the notice was properly addressed and posted as a pre-paid envelope by First Class postal service to the Member's last known address
- 4) These terms and conditions shall be governed by and construed in accordance with the laws of England.