

## TERMS AND CONDITIONS

**Definitions** - In these conditions the following definitions apply:

- Engineer:** a vehicle engineer employed by Vehicle Inspection Ltd.  
**Report:** the written report produced by the engineer as part of the service which will include your name and address, details of the vehicle inspected and its location, and will include a list of checks designed to outline areas of concern which the engineer has decided should be brought to your attention.  
**Service:** the vehicle inspection service arranged by us on your behalf.  
**We:** Vehicle Inspection Ltd.  
**You:** the potential purchaser or owner of a vehicle who orders the service.

**General** - All orders for vehicle inspection are accepted by us and carried out by our engineer on the understanding that the conditions set out below apply to the service and that the full vehicle specification including any modifications or performance enhancements have been fully disclosed to us.

Whilst respecting the confidentiality of your vehicle report we have a duty of care to inform the vendor of any defects that would render the vehicle un-roadworthy.

**The service** consists of a visual inspection of the vehicle by our engineer which includes a multi point check list detailed on the report.

**A road test of the vehicle** - The engineer will not carry out a road test if the vehicle does not have a current MOT certificate, or if in his opinion the vehicle is unsafe or un-roadworthy.

**A 'Vehicle Data Check' (VDC)** is included in your inspection fee. In the event that the VDC shows an undesirable history you will be contacted to discuss whether the inspection should proceed. If you decide not to proceed a VDC service charge of only £30.00 will be charged.

We cannot be held responsible for the accuracy of the VDC information since it is obtained in good faith from a professional independent third party body. All VDC information passed to you by us are obtained from a third party who in turn is reliant upon information being transferred to them by the DVLA, Police, Finance/Insurance companies and other informed third parties. PLEASE NOTE that even though a vehicle is put through a VDC, this is still no guarantee that the vehicle has e.g. not previously been 'written off' and rebuilt, since the insurance industry (who supply this information) only supply such information for vehicles which have been fully comprehensively insured at the time.

A report which will be produced and completed by the engineer will be emailed or posted to you.

Please note that we will take all reasonable care and attention to the status checks but cannot be held liable for any mistakes in the transmission of data from them to us and therefore we do not guarantee true and complete accuracy and cannot be held liable for any subsequent or consequential loss.

### What the service does not include:

The service does not provide any fault diagnosis or include any dismantling of the vehicle or any of its components. This service does not include inspection of items not listed on the report nor does it amount to a guarantee against any failure of the vehicle in the future or the serviceability of the vehicle or any indication as to the accuracy of the mileage reading.

The service cannot provide a guarantee that the passenger or luggage compartments are watertight. The service does not provide any indication of any faults which might have become apparent had the vehicle been driven in excess of the speed reached or the distance travelled during any road test carried out during the service. The service does not give any guarantee that all or any of the components of the vehicle are original components or replacement components, which have been manufactured by the manufacturer of the vehicle. The service does not guarantee that the vehicle would pass an MOT test. **If the vehicle has less than 3 months MOT left we strongly recommend that a MOT test be carried out prior to purchase.** The service does not provide for the inspection of any parts and components or areas of the vehicle, which are not reasonably visible or accessible to the engineer at the time of the inspection. The service does not guarantee authenticity of the vehicle V5 Registration Document, the MOT certificate, the Excise Licence, the VIN Number, the Engine Number, the Registered Number or the vehicle service history. We will use all reasonable endeavors to provide the service to you at the time and date agreed, however, if for any reason we are unable to provide the service at the date and time agreed as a result of circumstances outside of our control, we shall not be deemed to be in breach of our contract with you or have any liability to you but will carry out the service at the earliest alternative opportunity.

We will not undertake an inspection under normal terms if the vehicle specification including any modifications has been understated prior to the inspection or until the appropriate additional fee has been agreed, ordered and paid by direct contact with our offices on telephone number 0118 9712082. If this option is not adopted our 'date of the arranged inspection' cancellation clause applies.

**You're Responsibilities** - You are responsible at your own expense:

For arranging to provide the vehicle and full access to the vehicle on the date agreed. Although every effort will be made to inspect the vehicle at the arranged time this cannot be guaranteed due to unforeseen circumstances. You are responsible for ensuring the vehicle is available to allow the engineer to carry out the service and to road test the vehicle. For notifying the engineer of any known, un-roadworthy or defective components or features that the vehicle may have. For obtaining the permission of the owner to road test the vehicle and ensuring that the vehicle has a current MOT certificate.

**Charges** - Should you cancel the inspection your fee will be refunded less £40.00 to cover the cost of the completed Vehicle Data Check and administration. In the event that a cancellation is made within 24 hours of the date of the arranged inspection the full fee will remain payable.

**Limit of our responsibilities** - The inspection can only describe and/or identify defects actually found which are reasonably capable of being found upon a visual external consideration of the vehicle AT THE TIME OF THE INSPECTION.

We cannot be held responsible for any latent defects if we cannot see them or they are not apparent during the inspection.

In particular please note that vehicles over 5 years old and have a high mileage i.e. over 80,000 miles or have been subjected to abnormal use may have latent defects. Whilst such defects may in some circumstances give rise to a claim against the vehicle supplier, they fall outside the scope of our reports and our reports are provided to, and accepted by our customers on this basis.

The inspection undertaken on your behalf is not a guarantee or warranty as to the condition of the vehicle and cannot under any circumstances be used by the vendor to avoid responsibility imposed by law or under any after sales warranty issued by or on behalf of the vendor.

Please note that vehicles over 10 years old may contain serious internal, structural or mechanical defects and/or hidden corrosion which are not detectable from external, visual assessment. These types of vehicle may prove to be less reliable and need more frequent repairs/servicing than more modern vehicles. Whilst every care has been taken to identify potential problems, these and other disadvantages in owning such a vehicle must be accepted by the customer.

If there is no documentary evidence of recent ENGINE CAM BELT REPLACEMENT, we recommend that the cam belt is checked or replaced prior to purchase. (If applicable).

Any statement or advice given to you by the engineer orally and not confirmed in the report cannot be relied upon by you. We shall not be held liable for any such advice which is not confirmed in the report.

If the subject vehicle does not have a recent SERVICE HISTORY, then we recommend that a service in accordance with the manufacturer's specifications be undertaken, prior to purchase. This may highlight other defects giving rise to repairs, which were not apparent on an external visual inspection.

It should be carefully noted that the life expectancy of exhaust systems and clutches is uncertain and difficult to predict. The fact that such items have not been identified as faulty on the report does not and should not be taken to imply that such a system will have a continuing life expectancy from the time of our check.

You are strongly advised to discuss the findings within the report with the vendor PRIOR to making any decision to purchase the vehicle.

**Please note: read notes for guidance on pages 1 and 6 of the inspection report.**

We will not be liable for the non-performance or non-fulfilment of any part of the service to you due to any circumstances which may be outside our control. In such circumstances we may at our discretion rearrange the service and retain the right to charge either the full price of the service or the cancellation charge as appropriate.

**Vehicle Technical Systems** - Many vehicles are fitted or equipped with automatic or computerised operating systems, which may be controlled by microprocessors. These include engine management systems, fuel systems, ignition systems, air conditioning systems, lambda controlled systems, hollow components (such as suspension arms which may corrode internally), stereo radio, cassettes, amplifiers, compact discs, active and self levelling suspensions, gearboxes, turbo-chargers and superchargers, anti lock braking systems, four wheel drive and electronic lockable differential units, traction control, alarm and immobiliser systems, GPS systems, catalytic exhaust systems and variable camshaft timing systems.

Within the scope of the service it is not possible to check fully the detailed operation of these systems due to the many variations in features and operating modes and it is not possible to confirm that these systems are functioning fully to the manufacturers design specifications. As a result the engineer is unable to confirm the detailed operation of any of these systems other than giving an overall view and opinion on the performances generally tested.

Therefore, we cannot be held in any way liable or responsible for the failure of any of these systems to perform to the specification as designed by the manufacturer.

**Complaints** - All complaints relating to the vehicle inspection should be made in writing within 30 days of the date of the inspection to Vehicle Inspection Ltd., Reg. Office: Vehicle Inspection Ltd., 5 Crossborough Gardens, Crossborough Hill Basingstoke Hants RG21 4LB

No repairs should be effected or any parts replaced on any vehicle which is the subject of a complaint before the vehicle has been re-inspected by us.

We will not, under any circumstances, be responsible for the cost of any repairs carried out without our previous agreement in writing. Should emergency repairs be required to make any vehicle safe and which is then later to be the subject of a complaint to us then you must ensure that a complaint is made to us immediately afterwards and that any faulty or worn parts which may have needed to be replaced are retained for future re-examination by us.

We reserve the right to re-inspect any vehicle at our own expense should it be considered necessary to deal with any complaint and an unbiased second opinion will be provided.

**Force Majeure** - We are not responsible for any loss, damages, costs, claims or expenses which you may incur as a result of our delay in or failure to perform our obligations where such delay or failure is due to causes beyond our control. Causes beyond our control include: fire, flood, earthquake, accident, civil disturbances, war, rationing or embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God and acts of Government.

### Assignment

a) You shall not assign, subcontract or otherwise transfer your rights and/or obligations, under this Agreement without our prior written consent.

b) We will only assign or otherwise transfer the whole or a portion of our rights, duties or obligations under this agreement with your consent. The inspection of the vehicle will be carried out by one of our engineers.

### Governing Law

This agreement is governed by the laws of England and any disagreement or claim will be settled by the courts of England, Scotland or Northern Ireland according to your normal place of residence. VEHICLE INSPECTION LTD. T&C Ref: 01.03.05

