

WARRANTYWISE INSPECTIONS

Important Facts

Warrantywise provide an administrative booking service where a customer can request a vehicle to be inspected by an Independent Inspector. The customer pays Warrantywise for the inspection to take place and a full written report to be provided.

Warrantywise will arrange the inspection via an Independent company who has no connection with Warrantywise other than the provision of reports. All reports comply with English Law and Court Rules and Procedures. These rules mean that the inspectors are independent experts in their field.

Once the inspector has attended and inspected the vehicle, Warrantywise will provide a copy of the report to the customer.

The report is to aid the customer in making an informed decision about the vehicle, which may be useful to a customer (for example when purchasing a vehicle). The report is for the customer's use only and is not for any third-party use.

You must let Warrantywise know where the car is, and it must be able to be looked around easily (i.e. from all sides) and driven for a short time so that the Inspector can provide a full and accurate Report.

You may cancel the booking with a full refund if the inspection has not been arranged. Once the inspection has been arranged, you may cancel with a refund, but a fee will be deducted. Once the inspection has taken place, you cannot get any refund.

The vehicle background check is a Guaranteed Vehicle History and Finance check which is provided by a third party. Total Car Check Ltd offer their own guarantee of data accuracy which we would like to make you aware of. It is provided subject to their terms and conditions. These can be accessed via the following link: https://totalcarcheck.co.uk/TermsAndConditions#t_Guarantee or email us at info@warrantywise.co.uk and we will send you a printed copy.

Please read the following terms in FULL before making your decision and completing your Booking. In continuing with your booking, you confirm that you have read and accept the following Terms and Conditions:

TERMS AND CONDITIONS – VEHICLE INSPECTIONS

1. Definitions

In these terms, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 "Booking" – means the request for either singularly or combined; a vehicle background check and physical Inspection of the Vehicle. During the Booking You or Your Supplying Dealer will have provided us the required detailed information and payment to appoint the Inspector, conduct the background checks, physical vehicle Inspection and provide the Report.
- 1.2 "Fee" – means the payable cost of Our services to you including arranging, undertaking and provision of the Report
- 1.3 "Inspector" – means an Independent Vehicle Examiners known as "Automotive Consultant Engineers Limited" and/or Our selected 3rd party provider of vehicle background checks known as "Total Car Check Ltd"
- 1.4 "Inspection" – means the vehicle background check and/or visual check conducted in the Vehicle by the Inspectors.
- 1.5 "Report" – means a written report produced independently by Automotive Consultant Engineers Limited which is in accordance with Court Rules and Procedures Part 35 and Practice Directions Part 35 which may be compiled with the data guaranteed vehicle background check conducted by Total Car Check Ltd.
- 1.6 "Us/We/Our" – Warrantywise Limited (trading as Warrantywise)
- 1.7 "Vehicle" – Only the Vehicle as identified on Inspection Quote subject to the accepted categories as follows: Acceptable categories of Vehicles are: Any motor car, box van or camper van, up to 3500 kgs MTPLM, motor home up to 7500 kgs MTPLM, touring caravan up to 8 metres in overall length and 1850kgs MTPLM or 2 wheeled motor cycles up to 1800cc engine capacity.
- 1.8 "You" – means the customer who books the inspection.
- 1.9 "Supplying Dealer" – means the Vehicle sales dealership who introduced you to this inspection service.

2 Our Obligation

- 2.1 When required, we will arrange for the Inspector to carry out the Inspection within a reasonable time of receiving your booking and payment. Any dates discussed with You for the carrying out of the vehicle Inspection and production of the Report will be estimated dates only and not a guarantee of such dates.
- 2.2 When required, we will arrange for the relevant Vehicle History Checks to be conducted within a reasonable time of receiving your booking and payment. Any dates discussed with You for carrying out the vehicle history check, and production of the report will be estimated dates only and not a guarantee of such dates.
- 2.3 When required, we will compile the report and vehicle history check into one combined document which will be sent to You by email. Any dates discussed with You for production of the Report will be estimated dates only and not a guarantee of such dates.

3. Your Obligation

- 3.1 Co-operate fully with Us and the Inspector and provide all information reasonably required.
- 3.2 Present the vehicle in an un-laden, roadworthy and drivable condition at the address provided at the time arranged with the Inspector and in accordance with the booking.
- 3.3 Ensure that there is made available to the Inspector all facilities reasonably required by them to perform the Inspection, that the vehicle is located on a hard level surface (not on a public highway) so that the Inspector can walk around the vehicle with the doors open.
- 3.4 Ensure that the keys, DVLA registration document, MOT certificate (where applicable) and service documents for the vehicle are available for inspection.
- 3.5 Ensure that the vehicle has sufficient fuel and oil, a current MOT certificate (where required).
- 3.6 Obtain all necessary permissions, licenses and consents (such as notifying and agreeing with the vendor the date and location of the Inspection visit) that may be required to enable the Inspector to perform the Inspection, the cost of which (if any) shall be your sole responsibility.

- 3.7 Failure to meet these obligations may mean that the Inspection cannot be carried out in full or in part on the date booked and We reserve the right, in our discretion, to charge the full fee.

4 The Inspection

- 4.1 The number of vehicle checks performed will depend on the make and model and type of inspection you have booked.
- 4.2 The Inspector will conduct a road test (where included) dependent on the level of inspection you have booked.
- 4.3 The inspection of the vehicle is of an external, visual nature only in respect of the items listed and we will not carry out any dismantling. We may not inspect or verify any obscured or difficult to locate engine numbers or vin/chassis numbers. Road testing is only completed when possible, is of limited duration and does not allow for high speed tests. No responsibility can be accepted for defects either not present at the time or which could not be detected at the time, within the scope of our inspection. The report does not in any way constitute a guarantee of any kind. Consumption levels, the remaining life expectancy of brake, clutch friction materials or any other component is not guaranteed and is not given or implied by the inspection. This inspection is carried out without the aid of workshop facilities/dismantling and therefore the report reflects this. Minor cosmetic defects will not be recorded. The report is only valid on the day of inspection.
- 4.4 It is the duty of an expert to help the Court on the matters within his expertise. This duty over-rides any obligation to the person from whom he has received instructions or by whom he is paid. Each report will confirm this with the statement; "I understand my duty to the Court and have complied and will continue to comply with it and I am aware of the requirements of Part 35 and Practice Direction 35, this protocol and the practice direction on pre-action conduct" and with a Statement Of Truth; "I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer."

5 Levels and type of Inspection Report

- 5.1 Inspections are available in most of the UK including England and Wales but excluding some northern areas of Scotland, Shetland Islands, Orkney Islands, Northern Ireland, Isle of Man, Isle of Wight etc. We recommend that all You contact Us prior to booking Your Inspection to confirm coverage in your required postcode area. Areas of coverage subject to change. Additional Fees relating to location may be required.
- 5.2 Depending on the engine size, age, value of your vehicle, and the Level of Inspection Report chosen, you have various options. Prices may vary depending on location, engine size and other prevailing factors which affect costs. The Level of Inspection Reports available are itemised in the table below:

Level and Type:	Qualifying Age	Engine Size	Vehicle Value	Type	Road Test	Background Check	Scope of Inspection
Prestige	<20 years of age	Up to 4999cc	Up to £99,999.00	Pre-purchase	10-20 miles	Included	92 to 318 point check
Premium Plus	<20 years of age	Up to 4999cc	Up to £99,999.00	Pre-purchase	10-20 miles	Included	184 to 318 point check
Premium	<20 years of age	Up to 4999cc	Up to £99,999.00	Pre-purchase	0-10 miles	Optional extra	92 to 226 point check
Mechanical	<20 years of age	Up to 4999cc	Up to £99,999.00	Any time	none	Optional extra	Major mechanical & electrical components
Classic	>=20 years of age	Up to 4999cc	Up to £99,999.00	Any time	0-10 miles	Optional extra	Major mechanical & electrical components
Finance	Any age	Up to 4999cc	Up to £99,999.00	Any time	none	Optional extra	Data check of information held by Finance companies
Background Check	Any age	Up to 4999cc	Up to £99,999.00	Any time	none	Included	Data check of information held by DVLA, DVSA & Police.
Bespoke Inspection	Any age	Up to 4999cc	Up to £99,999.00	Any time	Any required	Optional extra	A bespoke Inspection for a Vehicle or Part of a Vehicle as shown on your quotation

6. Other

- 6.1 The Report that the Inspector prepares is for your use only.
- 6.2 We have no liability to any third party for the contents of the Report.
- 6.3 You agree that You will make no representation to the contrary and that You will advise third parties accordingly.
- 6.4 The Inspection does not replace manufacturer or other servicing or maintenance requirements or any legal checks such as, but not limited to the Lifting Operations and Lifting Equipment Regulations (LOLER) and MOT.
- 6.5 Your vehicle will not be checked for compliance with any legislation such as, but not limited to, the Construction and Use Regulations, nor with the requirements of any government or advisory body, such as but not limited to the Disabled Persons Transport Advisory Committee.
- 6.6 We and the Inspector reserve the right not to carry out or to continue with a vehicle Inspection if anyone behaves in a threatening or abusive way to Us or the Inspectors, or if the vehicle is situated in an unsafe or unsuitable position. In these circumstances, You will not be entitled to any refund.
- 6.7 The Report relates only to the condition of the components examined at the time of the Inspection. It does not confirm the Vehicle will remain in the reported condition for any period of time.
- 6.8 We have no liability in identifying or confirming any "cloned" vehicles (a "cloned" vehicle being a vehicle that has been stolen and given a false identity, normally that of an identical vehicle).

7. Price and Payment

- 7.1 Payment for the Inspection must be made in full either by Debit Card or Credit Card at the time of Booking the Inspection with Us.
- 7.2 We shall send You a Booking confirmation with a copy of these Terms for your reference.

8. Fees and cancellations

- 8.1 You must pay the Fee to Us. The Fee must be paid by credit or debit card at the time of Booking the Inspection.
- 8.2 We and the Inspector reserve the right to refuse to carry out an Inspection or to issue a Report on any vehicle which:
- 8.3 the Inspector cannot reasonably access; or
- 8.4 appears to the Inspector to be:
 - 8.4.1 not of standard production (for example, but not limited to, kit cars);
 - 8.4.2 modified or not in regular use (for example, which show signs of excessive corrosion on moving parts associated with being left standing and which may result in the Vehicle being unsafe to drive without rectification);
 - 8.4.3 un-roadworthy or unsafe to drive; or
- 8.5 where the You have failed to ensure that the proper provision has been made for the Inspection to be carried out;
- 8.6 where You have provided incorrect or incomplete information that has prevented Us or the Inspector from carrying out an Inspection, and You acknowledge that in such circumstances We are entitled to treat the Inspection as terminated and to retain the Fee in full.
- 8.7 If You wish Us to arrange a further Inspection, You will be required to pay a further Fee at the time of booking.

9. Cancellation and Refunds

- 9.1 You may cancel the Inspection at any time prior to the Inspection taking place. To cancel your Booking please email: admin@warrantywise.co.uk quoting your Booking reference number, your postal code and vehicle registration number.
- 9.2 We reserve the right to make a deduction from any refund. The time of cancellation will be taken as the date and time we receive your written request (including email) to cancel. Our deductions will apply as follows:
 - 8.2.1 If You cancel before 12pm noon the working day before the Inspection is due to take place you will receive a full refund of the Fee. You must have received confirmation of cancellation by Us for any refund to apply.
 - 8.2.2 If You cancel after 12pm noon on the day before the inspection is due to take place, You will be charged a fee of £50 to cover Our costs in arranging the Inspection.
- 9.3 Following You notifying Us that You wish to cancel the Inspection, We will refund You the proportion of the Fee paid which is due to You.
- 9.4 **IMPORTANT:** On or after the day that the Inspector is to attend the Vehicle (whether the Report has been produced or not) You will not receive a refund.

10 Provision

- 10.1 Your Vehicle Inspection Report is arranged and administered by Warranty Wise Limited (trading as Warrantywise) registered office: Warrantywise Limited, The Rocket Centre, Trident Park, Blackburn, BB1 3NU
- 10.2 The Report is sub-contracted to and written and compiled by Automotive Consulting Engineers Limited as an Independent Vehicle Examiner (Expert). The report is in accordance with Court Rules and Procedures Part 35 and Practice Directions Part 35 as an Independent Expert Report.

11 Data Protection

- 11.1 Warrantywise is a trading name of Warrantywise Limited, a company registered in England and Wales No. 07963594 at The Rocket Centre, 3 Trident Way, Blackburn, BB1 3NU and is part of Wise Group Holdings Limited, Company No. 10613336. Wise Group Holdings Limited (WGHL) is registered under the Data Protection Act, we are the Data Controller. WGHL will process your data to provide the cover detailed in these terms and conditions. We will pass your data to selected third parties specifically for them to provide the services detailed in these terms and conditions. Any third parties will not be permitted to use your data for any other purpose other than to provide the services and shall be contracted to delete the data after provision of the service under Your Inspection.
- 11.2 Right to Access - You are the only person authorised to make representations directly to WGHL about Your Inspection. If you require any other person to enquire on your behalf we will require your specific prior authorisation in writing. We may pass your data to any associated company for the sole purpose of providing the services and benefits within Your Inspection. If at any time, your information is to be transferred to countries that do not have stringent data protection laws, the Data Controller will seek assurance from that party as to the security surrounding the handling of your personal data before they proceed. Your personal data may also be passed to any relevant regulator or dispute resolution provider and be used to prevent crime. We may also use your data for training and testing purposes.
- 11.3 Right to Rectification - You can ask us for a copy of your personal details held on our files and to correct any inaccuracies. To improve our services and for training purposes, we may record our communications with you.
- 11.4 Right to be Forgotten - You have the right to be forgotten and you may choose to exercise this right at any time under the EU General Data Protection Regulation (GDPR) Article 17. Please confirm your request in writing or by email to dataprotection@warrantywise.co.uk. We will process any such request without undue delay and we will inform any third parties of the request.
- 11.5 Expert Reports - You can request a copy of any Independent Vehicle Examiner report we have commissioned in relation to a request for repairs you may have made (subject to our Administration Fee). Please confirm your request by email to repair-admin@warrantywise.co.uk.
- 11.6 Marketing - Your details may be used by WGHL for marketing purposes and to inform you of other products and services we think may be of interest to you. We may disclose your information to companies within WGHL for these purposes. We and our agents (if applicable) may contact you by mail, telephone or email. If you do not want your data to be used by us for marketing purposes and you have not already notified us, please write to the Data Protection Administrator at: Wise Group Holdings Limited, The Rocket Centre, 3 Trident Way, Blackburn, BB1 3NU or email dataprotection@warrantywise.co.uk.

12 Exclusion of Third Party Rights

- 12.1 The Report is solely for the benefit of You. No rights or benefits will be given to any other third party under Your Booking. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

13 Notices

- 13.1 All notices required to be given shall be by Email, Post, Special or Recorded Delivery;

- 13.2 from Warrantywise Limited to you, at your last known home or email address and,
13.3 from you to us, at Warrantywise Limited, The Rocket Centre, Trident Park, Blackburn, BB1 3NU or via any email address noted within these terms.
13.4 All notices shall be deemed to have been received when, in the normal course of transmission, the notice would have been delivered.

14 Language

- 14.1 All Inspection documents and all communications with you about Your Inspection will be in easy to understand English. No other language will be used.

15 Statutory Rights and Regulation

- 15.1 Your Booking and Inspection shall be subject to English Law. Nothing in these terms and conditions will reduce or affect your statutory rights. For further information about your Statutory Rights you can contact your Local Authority Trading Standards Department or Citizens Advice Bureau. Warrantywise Limited is not regulated by the Financial Conduct Authority (FCA).

16 Terminology

- 16.1 Words starting in capital letters are 'defined terms' with specific meanings particular to Your Booking. Please see the Definitions section 1 above.

17. Limitation of Liability

- 17.1 We will only be responsible for any loss, damage or injury caused by Our negligent act or omission or wilful misconduct.
17.2 Except in respect of injury or death of any person, Our maximum aggregate liability to You shall not exceed Our charge to You for carrying out the Inspection.
17.3 Under no circumstances shall We be liable to You for loss of profits or other indirect or consequential loss arising from negligence or breach of contract.
17.4 For the avoidance of doubt nothing in these Terms shall affect your statutory rights as a consumer.

18. Force Majeure

- 18.1 We and/or the Inspector will not be liable for any delay or failure to carry out the Inspection service if We and/or the Inspector are prevented from doing so in circumstances beyond our reasonable control including, without limitation, legal restrictions which prevent us attending the vehicle, industrial dispute, or severe weather conditions.
18.2 In such circumstances We shall be entitled to a reasonable extension of time for the performance of the Inspection.

19 Administration Queries

- 19.1 If you have any questions regarding any alterations to or cancellation of Your Inspection, please contact Warrantywise by phone on 01254 355107 and explain your query, or you can email: admin@warrantywise.co.uk. Your query should be dealt with either while you are on the phone or by email.

20 Complaints

- 20.1 If you are unhappy with any other aspect of your experience with Warrantywise, please write to our Customer Services team, Warrantywise Limited, The Rocket Centre, 3 Trident Way, Blackburn, BB1 3NU or email customerservices@warrantywise.co.uk Your query should be acknowledged by post or email and answered within 5 working days.

Note: Telephone calls may be recorded for quality and training purposes.