

WARRANTYWISE INSPECTION



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 and vehicle background check to take place and a full written report to be provided.

Warrantywise will arrange the inspection and vehicle background check 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. These rules mean that the inspectors are independent experts in their field.

Once the checks have been completed and 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, on our behalf. 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.

[] Tick this box to confirm you have read and accept the 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 a vehicle background check and an Inspection of the Vehicle. During the Booking You 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 checks, inspection and Report.
- 1.3 “Inspector” – means the Independent Vehicle Examiners known as “Automotive Consultant Engineers Limited” and their selected 3rd party provider of vehicle background checks Total Car Check Ltd.
- 1.4 “Inspection” – means the vehicle background check and visual check conducted in the Vehicle by the Inspector.
- 1.5 “Report” – means a written report produced independently by Automotive Consultant Engineers Limited including a data guaranteed vehicle background check conducted by Total Car Check Ltd. The Report is provided in accordance with Court Rules and Procedures Part 35 and Practice Directions Part 35
- 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 makes the Booking.

2 THE INSPECTION (INCLUDING VEHICLE BACKGROUND CHECK)

- 2.1 The number of vehicle checks performed will depend on the make and model and type of inspection you have booked.
- 2.2 The Inspector will conduct a road test up to 10 miles or 20 miles dependent on the level of inspection you have booked.
- 2.3 The vehicle background check is a Guaranteed Vehicle History and Finance check which is provided by a third party, Total Car Check Ltd, on our behalf. 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 copy.
- 2.4 The inspector will not undertake any removal or dismantling of parts to necessitate an inspection, where there may be parts obscured or hidden from view.

3 OUR OBLIGATION

- 3.1 We will arrange for the Inspector to carry out the Inspection and for them to conduct the vehicle background check via Total Car Check Ltd 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.

4 YOUR OBLIGATION

- 4.1 Co-operate fully with Us and the Inspector and provide all information reasonably required. 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.

- 4.2 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.
- 4.3 Ensure that the keys, DVLA registration document, MOT certificate (where applicable) and service documents for the vehicle are available for inspection.
- 4.4 Ensure that the vehicle has sufficient fuel and oil, a current MOT certificate (where required).
- 4.5 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.
- 4.6 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.

5 **OTHER**

- 5.1 The Report that the Inspector prepares is for your use only.
- 5.2 We have no liability to any third party for the contents of the Report.
- 5.3 You agree that You will make no representation to the contrary and that You will advise third parties accordingly.
- 5.4 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.
- 5.5 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.
- 5.6 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 **PRICE AND PAYMENT**

- 6.1 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.
- 6.2 We shall send You a Booking confirmation with a copy of these Terms for your reference.

7 **FEES AND CANCELLATIONS**

- 7.1 You must pay the Fee to Us. The Fee must be paid by credit or debit card at the time of Booking the Inspection.
- 7.2 We and the Inspector reserve the right to refuse to carry out an Inspection or to issue a Report on any vehicle which:
 - 7.3 the Inspector cannot reasonably access; or
 - 7.4 appears to the Inspector to be:
 - 7.4.1 not of standard production (for example, but not limited to, kit cars);
 - 7.4.2 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);
 - 7.4.3 un-roadworthy or unsafe to drive; or
- 7.5 where the You have failed to ensure that the proper provision has been made for the Inspection to be carried out;

7.6 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.

7.7 If You wish Us to arrange a further Inspection, You will be required to pay a further Fee at the time of booking.

8 CANCELLATION AND REFUNDS

8.1 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.

8.2 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.

8.3 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.

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.

9 PROVISION

9.1 Your Vehicle Inspection Report is arranged and administered by Warrantywise Limited (trading as Warrantywise) registered office: 5 Petre Court, Clayton Le Moors, Lancashire, BB5 5HY.

9.2 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.10

10 DATA PROTECTION

10.1 Warrantywise is registered under the Data Protection Act. You are the only person authorised to make representations directly to Warrantywise about Your Booking. If you require any other person to enquire on your behalf, we will require your specific prior authorisation in writing.

10.2 We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. Your details may also be used by us or third parties for marketing purposes. We may disclose your information to our agents for these purposes. We and our agents (if applicable) may contact you by mail, telephone or email.

10.3 If you do not want your data to be used by third parties or by us for marketing purposes and you have not already notified us, please write to the Data Protection Officer at: Warrantywise Limited, 5 Petre Court, Clayton Le Moors, Lancashire, BB5 5HY.

10.4 You can ask us for a copy of your personal details held on our files and to correct any inaccuracies (a statutory fee of £10.00 will be charged). To improve our services and for training purposes we may record our communications with you.

11 EXCLUSION OF THIRD PARTY RIGHTS

11.1 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.

12 **NOTICES**

- 12.1 All notices required to be given shall be by Email, Post, Special or Recorded Delivery;
- 12.2 from Warrantywise Limited to you, at your last known home or email address and,
- 12.3 from you to us, at Warrantywise Limited, 5 Petre Court, Clayton Le Moors, Lancashire, BB5 5HY or via any email address noted within these terms.
- 12.4 All notices shall be deemed to have been received when, in the normal course of transmission, the notice would have been delivered.

13 **LANGUAGE**

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

14 **STATUTORY RIGHTS AND REGULATION**

- 14.1 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).

15 **TERMINOLOGY**

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

16 **LIMITATION OF LIABILITY**

- 16.1 We will only be responsible for any loss, damage or injury caused by Our negligent act or omission or wilful misconduct.
- 16.2 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.
- 16.3 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.
- 16.4 For the avoidance of doubt nothing in these Terms shall affect your statutory rights as a consumer.

17 **FORCE MAJEURE**

- 17.1 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.
- 17.2 In such circumstances We shall be entitled to a reasonable extension of time for the performance of the Inspection.