



ASTON BARCLAY

Buyer Guarantee for the Assured provided by
the AA Vehicle Appraisal in partnership with
Warranty Management Services

Terms & Conditions

Please read these Terms & Conditions carefully before bidding on or buying a vehicle covered by the Assured provided by the AA Buyer Guarantee, in partnership with Warranty Management Services.

You will be bound by these Terms & Conditions in relation to those vehicle areas covered within.

Copies of these Terms & Conditions are available from Aston Barclay premises upon request and on the Aston Barclay website, without charge.



WMSGGroup 

These terms apply to the “Assured Provided by the AA” Buyer Guarantee scheme (the “Scheme”) provided by Automobile Association Developments Limited, and administered on its behalf by Warranty Management Services Limited. The Scheme represent a buyers guarantee on vehicles sold with the benefit of the Scheme, as identified by Aston Barclay to the Buyer of such vehicles at the point of sale.

References to the AA in these terms, are references to the provider of the Scheme, Automobile Association Developments Limited. References to WMS in these terms, are references to the administrator of the Scheme, Warranty Management Services Limited. References to Aston Barclay in the terms, are references to Aston Barclay Limited, the seller of vehicles to which the Scheme relates.

These terms and conditions are the contract between buyers of vehicles sold with the benefit of the Scheme, and the AA.

Aston Barclay has no liability in respect of the Scheme, nor shall the terms of the Scheme apply in relation to any contract between Aston Barclay and buyers of vehicles sold with the benefit of the Scheme, which such contract terms are Aston Barclay’s General Conditions of Auction and Online User Terms and Conditions.

1. A vehicle sold under the Scheme will be identified on the catalogue and by the relevant AA Assured Report (as described in paragraph 2 below) which will be displayed in the vehicle’s windscreen and appended to the online condition report in respect of the vehicle in question.
2. The AA Assured Report in respect of a particular vehicle will list the items covered by the Scheme for that vehicle. Aston Barclay has partnered with AA Technical Services to conduct checks as described in Appendix I. Only those items covered by this check are included within the coverage of this Buyer Guarantee. Without prejudice to the foregoing, to the extent that a material issue with any of the items listed on a vehicle’s Assured Report as being covered by the Scheme comes to the attention of the AA while the vehicle is in its possession, this will be noted on the Assured Report as requiring attention. The items covered by the Scheme, and which may be included on a vehicle’s Assured Report, are:
 - 2.1 The levels of the various fluids listed below are below the minimum level:
 - 2.1.1 Engine oil level (topped up to minimum)
 - 2.1.2 Brake Fluid (Checked only and reported)
 - 2.1.3 Power steering (PAS) (topped up to minimum)
 - 2.1.4 Coolant (Topped up to minimum,)
 - 2.1.5 Engine Oil / Coolant Contamination (Visual Only)
 - 2.1.6 Invertor Fluid (Visual check only where accessible, sealed units not checked) Applicable for Hybrid / Electric Vehicles only.
 - 2.2 Aspects of the engine operation as described below:
 - 2.2.1 Runs (with or without a start pack) a limited vehicle movement test under its own power
 - 2.2.2 Starts (Ignition will start the engine and the engine turns over / idles)
 - 2.2.3 No excessive smoking (When Idle – Visual)
 - 2.2.4 No drive belt noise
 - 2.2.5 No power steering pump noise
 - 2.2.6 No exhaust blowing
 - 2.3 The dashboard warning lights are not illuminated a non exhaustive list below
 - 2.3.1 Engine management
 - 2.3.2 ABS
 - 2.3.3 Brake
 - 2.3.4 Oil
 - 2.3.5 Airbag
 - 2.3.6 For the avoidance of doubt, any dashboard warning light / illumination would be recorded
 - 2.3.7 All EML fault codes will be listed with a brief description of the fault.
 - 2.4 Brakes (see paragraph 3.4) checks include;
 - 3.4.1 Brakes are able to bring the vehicle to a halt within 20 metres
 - 3.4.2 Parking Brake / handbrake will hold the vehicle in a stationary position.
 - 2.5 Other mechanical and electrical items are operational where applicable
 - 2.5.1 Gears (see paragraph 3.3) First and Reverse Gears can be selected and a limited drive test will propel the vehicle accordingly. This will apply to manual and auto gearboxes.
 - 2.5.2 Air conditioning (see paragraph 3.5) The system operates / receives power
 - 2.5.3 Satellite navigation (see paragraph 3.5) The system only receives power when operated
 - 2.5.4 Central locking excluding operation by remote key fob
 - 2.5.5 Electrically operated convertible roof operates fully

- 2.5.6 Electrically operated sunroof operates fully
- 2.5.7 Windscreen wipers and washer pump operate – Jet spread, washer fluid level and wiper blade condition not covered
- 2.5.8 Lights. All work, flash as intended including Main Beam. Excluding directional lights and automated functions ie low light compensation. Alignment not checked.

3. SCOPE AND LIMITATIONS OF THE SCHEME

3.1 Exclusions and limitations of AA & WMS's liability in respect of the Scheme are set out in paragraph 7. The buyer guarantee contained within the AA Assured Report is limited in its extent as described in this paragraph 3.

3.2 The Scheme applies to those aspects of a vehicle that are identified on the relevant Assured Report as being covered by the Scheme.

3.3 The buyer guarantee included in the Scheme regarding the operation of a vehicle's gear box will differ depending upon the type of gearbox fitted to the vehicle. Claims will only be considered when there is a fault, as described below, that is apparent when the vehicle is stationary, and the engine is running:

3.3.1 Where a manual gearbox is fitted, one or more of the gears cannot be engaged with the engine running

3.3.2 Where an automatic gearbox is fitted, one or more of the gears that is indicated on the gate as being available for manual selection cannot be engaged with the engine running

3.3.3 Where a semi-automatic gearbox is fitted, one or more of the gears which should be available for manual selection cannot be engaged with the engine running

3.4 A claim brought under the buyer guarantee regarding a vehicle's brakes and first and reverse gears will only be considered under the Scheme when, having selected first or reverse gear, the vehicle fails to move forwards or backwards (as applicable) and come to a stop within 20 metres.

3.5 Claims will only be considered under the Scheme in respect of a vehicle's satellite navigation systems and/or air conditioning systems if, when they are switched on using the controls provided, the item in question fails to receive power. For the avoidance of doubt, no claims will be considered when the fault is the result of no data feed for the navigation system or gas for the air conditioning system.

3.6 Without prejudice to the generality of paragraph 3.2 the Scheme does not cover:

3.6.1 any structure, assembly, component or internal mechanism

3.6.2 any faults that would only become apparent when taking the vehicle on the highway (with particular reference to brakes, turbochargers and gearboxes);

3.6.3 the consumption of oil, fuel or any other fluid;

3.6.4 oil leaks;

3.6.5 the condition or type of brake lining materials;

3.6.6 the condition of brake fluid;

3.6.7 the condition, functionality or performance of satellite navigation systems or in car entertainment systems, beyond an indication as to whether or not any such items appear to receive power when switched on in the normal fashion using the controls provided (as per paragraph 3.5);

3.6.8 the condition, functionality or performance of alarm systems;

3.6.9 the condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;

3.6.10 cylinder compression;

3.6.11 the condition, functionality or performance of vehicle electrics and electronics; save for the assumption that power is delivered to the items checked

3.6.12 the accuracy of in-car computer systems;

3.6.13 exhaust emissions, other than noting observations as to excessive smoke; (Visual)

3.6.14 the condition, functionality or performance of catalytic converters;

3.6.15 the condition, functionality or performance of LPG, biofuel, hydrogen systems;

3.6.16 the condition, functionality, performance or efficiency of air conditioning systems, beyond an indication as to whether or not any such items receive power when switched on in the normal fashion using the controls provided (as per paragraph 3.5);

3.6.17 non-standard accessories as a result of personal modifications or otherwise;

3.6.18 the condition, functionality or performance of key fobs or remote control devices;

3.6.19 the condition, functionality or performance of propulsion batteries in hybrid vehicles; (See Appendix 2 for checks on Hybrid / Electric vehicles over and above those described in the main body of this document

3.6.20 water leaks into the passenger or luggage compartments;

3.6.21 the replacement of any components of the vehicle are not the original components or have been replaced by components which have not been manufactured by the manufacturer of the vehicle;

3.6.22 any errors in the authenticity of the vehicle V5C Registration Document, the mileage as indicated by the odometer, the MOT certificate, the Excise License, the VIN Number, the Engine Number, the Registered Number or the vehicle service history.

3.7 Any repairs completed without following the buyer guarantee claims procedure will not be reimbursed and will exclude any further claims.

4. ASSURED REPORTS

- 4.1 Items listed on the AA Assured Report (Example report in Appendix I) subject to the exclusions in paragraph 3 above, may not necessarily be in a new or perfect condition (and are not covered as such), but are covered to be, by an objective assessment, in a working state or condition.
- 4.2 Where an item in the AA Assured Report is marked “requires attention”, this indicates that the state or condition of the item is below that described in 4.1 above. The Buyer will have no entitlement to claim under the Scheme for any item, which has been marked “requires attention”.
- 4.3 Without prejudice to any rights or remedies available to the Buyer pursuant to the General Conditions and/or the Online User Terms and Conditions, the condition and functionality of any part of the vehicle not listed on the Assured Report is sold “as seen” and any defect will not entitle the Buyer to make a claim under this Scheme.

5. CLAIMS PROCEDURE

- 5.1 **Precondition to making a claim.** A Buyer wishing to make a claim pursuant to paragraph 5.2 must provide WMS with details of the alleged fault within the time and mileage limits set out in clause 5.1.1 below and after satisfying the conditions in clauses 5.1.2 or 5.1.3 below. A claim will only be considered if the Buyer has paid for the vehicle within the terms set out in Aston Barclay’s General Conditions of Auction, or on the terms as otherwise agreed with Aston Barclay.
- 5.1.1 Within 48 hours or two working days of the vehicle leaving Aston Barclay’s premises; and before the vehicle has been driven more than 250 miles since the fall of the auctioneer’s hammer; and
- 5.1.2 Buyer must be an Aston Barclay authorized buyer quoting company number who purchased the vehicle; or
- 5.1.3 Buyer must provide, company name and address or if not company buyer, buyer name and address.
- 5.2 Subject to satisfying the conditions in clause 5.1 above, if a Buyer believes that there is a fault with the condition or functionality of any aspect of a vehicle that is covered by the Scheme, as detailed in paragraph 2, which was not reported in accordance with paragraph 4.2 or otherwise excluded pursuant to these terms, and the Buyer wishes to make a claim, the account holder or authorized buyer must contact Warranty Management Services using telephone number (01844 299285) operational business hours (0900-1700 Monday to Friday, and 0900-1300 Saturday excluding bank holidays) with details and information of their intended claim. Once the call has been received WMS Claims team will record, assess and adjudicate the claim against the terms of the Buyer Guarantee and reach a judgement accordingly; WMS may request additional information or documentation in order to make a full assessment of the claim.. Any rejection of a claim will be clearly communicated.
- 5.3 In addition to the time and mileage limits set out in paragraph 5.1, a Buyer wishing to make a claim pursuant to paragraph 5.2 must:

- 5.3.1 make the Vehicle available for inspection at a location specified by the WMS Claims team;
- 5.3.2 preserve the condition of the vehicle, which shall include:
- 5.3.2.1 in the case of a vehicle for which any aspect other than the air conditioning, satellite navigation, in car entertainment, central locking or electric roof or sunroof has been described in the Assured Report as ‘requires attention’, refrain from attempting to move the vehicle under its own power before it has been inspected by the nominated repairer designated by WMS Claims team
- 5.3.2.2 in all other cases, refrain from using the vehicle insofar as that is reasonably practicable, and in any event not exceed 250 driven miles, before it has been inspected by the nominated repairer designated by WMS Claims team; and
- 5.3.2.3 not under any circumstances carry out, or attempt to carry out any repairs or other works to the relevant item(s) or part(s) of the vehicle before it has been inspected by the nominated repairer designated by WMS Claims team.

6. REMEDIES

- 6.1 In the event that the vehicle inspection arranged by WMS Claims team, pursuant to paragraph 5.3 confirms that the defect reported by the Buyer should result in remedial action under the terms of the Scheme then, at the WMS Claims team’s sole discretion:
- 6.1.1 WMS will pay to the Buyer a sum equivalent to the cost of repairing the vehicle; or
- 6.1.2 WMS will at its absolute discretion appoint a repairer of its choice at its own cost or move the vehicle to the repairer’s premises to carry out whatever work is required to correct the defect; or
- 6.1.3 WMS may at its absolute discretion (but shall not be obliged to) arrange at its own cost for the vehicle to be returned to Aston Barclay’s premises and for the Buyer to be reimbursed the full sum invoiced in respect of the vehicle excluding the charge levied under the Scheme.

7. EXCLUSION AND LIMITATION OF LIABILITY

- 7.1 WMS shall have no liability in respect of any claim(s) made where in the opinion of the WMS Claim Team:
- 7.1.1 the Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, fails to exercise reasonable skill and care when using the vehicle in question.
- 7.1.2 the Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, attempts to repair any aspect of the vehicle without WMS express authority.

- 7.1.3 the defect arose as a result of willful damage or negligence of the Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer.
- 7.1.4 the defect arose while in the Buyer's custody and control and was the consequence of a defect noted as requiring attention on the AA Assured Report, that would not have occurred if the Buyer had taken reasonable care when using the vehicle. An example, but not limited to, is driving the vehicle while an engine management light is displayed.
- 7.2 WMS shall have no liability in respect of any claim(s) made where the Buyer fails to return the keys, V5C, MOT, service book and any other documentation sold with the vehicle.
- 7.3 Subject always to paragraph 7.2:
- 7.3.1 the remedies described in paragraph 5 shall be a Buyer's sole remedy against AA and WMS in respect of a claim made pursuant to paragraph 5.1.
- 7.3.2 WMS shall not be liable to a Buyer who has not complied with the conditions set out in paragraph 5.
- 7.3.3 This guarantee does not cover accident damage, any impact damage, negligence or driver abuse which render components inoperative.
- 7.3.4 This guarantee does not cover component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights.
- 7.3.5 This Agreement does not cover any consequential damage, losses or third party claims howsoever caused.
- 7.3.6 Maximum labour rate on valid claims £50.00 per hour plus VAT.
- 7.3.7 Diagnosis up to 1 Hour only on a valid claim of £50+ VAT
- 7.3.8 Software updates and coding excluded from cover on authorised claims
- 7.3.9 Parts liability will be costed using parts that are available outside the dealer network through car part suppliers.
- 7.3.10 Oils & Antifreeze if part of repair based on cost from Euro Car Parts Up to a Maximum Contribution of £50 + VAT
- 7.3.11 Neither the AA nor WMS shall not be liable to a Buyer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, business or goodwill, or any pure economic, indirect or consequential loss.

7.4 Nothing contained in these conditions purports to exclude any liability on the part of WMS and the AA for and loss that cannot by law be excluded, including:

7.4.1 any fraudulent statement or act; or

7.4.2 death or personal injury resulting from WMS and the AA's negligence.

7.5 Aston Barclay has no liability under or in respect of the Scheme, and all such liability is excluded to the maximum extent permissible by law.

8. SEVERABILITY

If any part of these conditions is held by a court or other authority of competent jurisdiction to be unenforceable, the validity of the remainder will not be affected.

9. THIRD PARTY RIGHTS

These conditions are enforceable only by WMS and the AA and the Buyer. It is not intended that anyone else has a right to enforce them whether under the Contract (Rights of Third Parties Act) 1999 or otherwise save that Aston Barclay has such rights solely where it is necessary to assert that it has no contractual obligations to Buyers in respect of the Scheme, or under these terms and conditions.

10. GOVERNING LAW AND JURISDICTION

These conditions shall be interpreted in accordance with the Laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

Assured Provided by The AA



HW63KVH WMWZH72090T774006

MINI
 CLUBMAN DIESEL ESTATE
 Grey
 95239 miles

OK Requires Attention Not Applicable Not Tested

FLUID LEVELS	
Engine oil level (topped up to min)	OK
Brake Fluid Level	OK
PAS (topped up to min)	OK
Coolant (topped up to min)	OK
Oil Contamination (visual only)	OK

DASHBOARD	
Warning Lights/ Messages illuminated	OK
Fault codes listed (EML only brief description entered)	

VEHICLE OPERATION	
Brakes (operation in test lane only)	OK
Gear Selection (Engine Running)	OK
1st and Reverse Gear Drive	OK
Manual / Automatic Drive Uptake	OK
Parking Brake / handbrake Holds	OK
Suspension level (visual only)	OK
Bonnet Release (Mech / Elec)	OK

VEHICLE INTERIOR	
Air Con (Excl. Temp & Gas)	OK
Sat Nav (Excl. system Functionality)	OK
Central Locking (Excl. Fob & Remote Access)	OK
Entertainment System powers up (Excl. Functionality)	OK
Entertainment Screen powers up (Excl. Functionality)	OK
Reverse system activates (Excl. Functionality)	OK
Drivers seat adjustment (mech & elec)	OK
Power Conv. Roof (Electrical only)	OK
Power Sunroof (Electrical only)	OK
Wipers and Jets operate (Excl jet spread & wiper blade condition)	OK
Lights	OK
Horn	OK
Mirrors (reflective only excl functionality)	OK
Windows (electric only operated from drivers seat)	OK

ENGINE OPERATION	
Engine Starts	OK
Runs	OK
Smoke (when idle) (vis)	OK
Noise (Drive Belt)	OK
Noise (Pump)	OK
Exhaust Blowing	OK

Assured Provided by The AA – EV / Hybrid



HW63KVH WMWZH72090T774006

MINI
 CLUBMAN DIESEL ESTATE
 95239 miles

OK Requires Attention Not Applicable Not Tested

FLUID LEVELS	
Engine oil level (topped up to min)	OK
Brake Fluid Level	OK
PAS (topped up to min)	OK
Coolant (topped up to min)	OK
Oil Contamination (visual only)	OK
Invertor Fluid (excl top up, visual only if sealed unit)	OK

DASHBOARD	
Warning Lights/ Messages illuminated	OK
Fault codes listed (EML only brief description entered)	

VEHICLE OPERATION	
Brakes (operation in test lane only)	OK
Gear Selection (Engine Running)	OK
1st and Reverse Gear Drive	OK
Manual / Automatic Drive Uptake	OK
Parking Brake / handbrake Holds	OK
Suspension level (visual only)	OK
Bonnet Release (Mech / Elec)	OK
Energy Recuperation / Harvesting (from dash indicator)	OK

VEHICLE INTERIOR	
Air Con (Excl. Temp & Gas)	OK
Sat Nav (Excl. system Functionality)	OK
Central Locking (Excl. Fob & Remote Access)	OK
Entertainment System powers up (Excl. Functionality)	OK
Entertainment Screen powers up (Excl. Functionality)	OK
Reverse system activates (Excl. Functionality)	OK
Drivers seat adjustment (mech & elec)	OK
Power Conv. Roof (Electrical only)	OK
Power Sunroof (Electrical only)	OK
Wipers and Jets operate (Excl jet spread & wiper blade condition)	OK
Lights	OK
Horn	OK
Mirrors (reflective only excl functionality)	OK
Windows (electric only operated from drivers seat)	OK

ENGINE OPERATION	
Engine Starts	OK
Smoke (when idle) (vis)	OK
Noise (Drive Belt)	OK
Noise (Pump)	OK
Exhaust Blowing	OK
Drive Ready Indicator	OK
Engine Runs	OK

CHARGE CABLE	
Cable Type	Not Applicable
Cable Condition (excl Functionality)	OK



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