



**ASTON BARCLAY**

Vehicle Remarketing

# **Aston Barclay Assured**

## **Terms & Conditions**

Please read these Terms & Conditions carefully before bidding or buying on a vehicle covered by the Aston Barclay Assured scheme.

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

Copies of these Terms & Conditions for available from Aston Barclay premises upon request, without charge.

**Aston Barclay plc**

Drovers Way, Chelmsford, Essex, CM2 5PP

**Phone:** 01245 450700 **Fax:** 01245 460695

**Email:** [info@astonbarclay.net](mailto:info@astonbarclay.net) **Web:** [www.astonbarclay.net](http://www.astonbarclay.net)

These terms for the Aston Barclay Assured scheme (the "Scheme") represent a warranty on vehicles sold with the benefit of the Scheme as identified by Aston Barclay to the Buyer at the point of sale. These terms are intended to be read alongside and ancillary to Aston Barclay's General Conditions of Auction ([http://www.astonbarclay.net/media/1202/general\\_conditions\\_of\\_auction.pdf](http://www.astonbarclay.net/media/1202/general_conditions_of_auction.pdf)) and Online User Terms and Conditions ([http://www.astonbarclay.net/media/1199/online\\_terms\\_and\\_conditions.pdf](http://www.astonbarclay.net/media/1199/online_terms_and_conditions.pdf)). In the event of a conflict between these terms and the General Conditions, the General Conditions will apply.

1. A vehicle sold under the Scheme will be identified on the catalogue and by the relevant Assured Report (as described in paragraph 3 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. A vehicle sold with the benefit of Assured will be subject to a fee subject to the Buyers status as follows:
  - 2.1 Aston Barclay account holders £36 (£30 + VAT)
  - 2.2 Other Buyers £42 (35 + VAT)
3. The Assured Report in respect of a particular vehicle will list the items covered by the Scheme for that vehicle. Aston Barclay does not conduct any checks on, or assessments of, these items or the road-worthiness of any vehicle. 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 Aston Barclay 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:
  - 3.1 The levels of the various fluids listed below are below the minimum level:
    - 3.1.1 Engine oil
    - 3.1.2 Brake
    - 3.1.3 Power steering
    - 3.1.4 Coolant.
  - 3.2 Aspects of the engine operate, in the reasonable opinion of Aston Barclay, as described below:
    - 3.2.1 Runs (with or without a start pack)
    - 3.2.2 No excessive smoking
    - 3.2.3 No drive belt noise
    - 3.2.4 No power steering pump noise
    - 3.2.5 No exhaust blowing
  - 3.3 The dashboard warning lights listed below are not on
    - 3.3.1 Engine management
    - 3.3.2 ABS
    - 3.3.3 Brake
    - 3.3.4 Oil
    - 3.3.5 Airbag

- 3.4 Brakes (see paragraph 4.4).
- 3.5 Other mechanical and electrical items are operational where applicable
  - 3.5.1 Gears (see paragraph 4.3)
  - 3.5.2 Air conditioning (see paragraph 4.5)
  - 3.5.3 Satellite navigation (see paragraph 4.5)
  - 3.5.4 Central locking excluding operation by remote key fob
  - 3.5.5 Power convertible roof
  - 3.5.6 Power sunroof
  - 3.5.7 Windscreen wipers and washers
  - 3.5.8 Lights.

#### 4. SCOPE AND LIMITATIONS OF THE SCHEME

- 4.1 Exclusions and limitations of Aston Barclay's liability in respect of the Scheme are set out in paragraph 8. The warranties contained within the Assured Report are limited in their extent as described in this paragraph 4.
- 4.2 The Scheme applies to those aspects of a vehicle that are identified on the relevant Assured Report as being covered by the Scheme.
- 4.3 The warranty 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:
  - 4.3.1 Where a manual gearbox is fitted, one or more of the gears cannot be engaged.
  - 4.3.2 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.
  - 4.3.3 Where a semi-automatic gearbox is fitted, one or more of the gears which should be available for manual selection cannot be engaged.
- 4.4 A claim brought under the warranty 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.
- 4.5 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.
- 4.6 Without prejudice to the generality of paragraph 4.2 the Scheme does not cover:
  - 4.6.1 any structure, assembly, component or internal mechanism;
  - 4.6.2 any faults that would only become apparent when taking the vehicle on the highway (with particular reference to brakes, turbochargers and gearboxes);
  - 4.6.3 the consumption of oil, fuel or any other fluid;

- 4.6.4 oil leaks;
- 4.6.5 the condition or type of brake lining materials;
- 4.6.6 the condition of brake fluid;
- 4.6.7 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 4.5);
- 4.6.8 the condition, functionality or performance of alarm systems;
- 4.6.9 the condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;
- 4.6.10 cylinder compression;
- 4.6.11 the condition, functionality or performance of vehicle electrics and electronics;
- 4.6.12 the accuracy of in-car computer systems;
- 4.6.13 exhaust emissions, other than noting observations as to excessive smoke;
- 4.6.14 the condition, functionality or performance of catalytic converters;
- 4.6.15 the condition, functionality or performance of LPG systems;
- 4.6.16 the condition, functionality, performance or efficiency of air conditioning 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 4.5);
- 4.6.17 non-standard accessories as a result of personal modifications or otherwise;
- 4.6.18 the condition, functionality or performance of key fobs or remote control devices;
- 4.6.19 the condition, functionality or performance of propulsion batteries in hybrid vehicles;
- 4.6.20 water leaks into the passenger or luggage compartments;
- 4.6.21 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;
- 4.6.22 any errors in the authenticity of the vehicle V5C Registration Document, the mileage as indicated by the odometer, the MOT certificate, the Excise Licence, the VIN Number, the Engine Number, the Registered Number or the vehicle service history.

## 5. ASSURED REPORTS

- 5.1 Items listed on the Assured Report, subject to the exclusions in paragraph 5) below, may not necessarily be in a new or perfect condition (and are not warranted as such), but are warranted to be, by an objective assessment, in a serviceable state or condition.
- 5.2 Where an item in the Assured Report is marked “requires attention”, this indicates that the state or condition of the item is below that described in 5.1 above. The Buyer will have no entitlement to claim under the Scheme for any item, which has been marked “requires attention”.
- 5.3 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.

## 6. CLAIMS PROCEDURE

- 6.1 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 3, which was not reported in accordance with paragraph 5.2 or otherwise excluded pursuant to these terms, and the Buyer wishes to make a claim, they must provide Aston Barclay with written notification of their claim, which written notification must describe the alleged fault in sufficient detail to allow Aston Barclay to investigate. This written notification must be received by Aston Barclay as soon as reasonably practicable after the sale and in any event in accordance with paragraph 6.2.
- 6.2 Without prejudice to paragraph 6.1 a Buyer wishing to make a claim pursuant to paragraph 6.1 must provide Aston Barclay with written notification of the alleged fault within the time and mileage limits set out below. A claim will only be considered if the Buyer has paid for the vehicle within the terms set out in the General Conditions of Auction.
- 6.2.1 Within 48 hours of the vehicle leaving Aston Barclay's premises; and
- 6.2.2 before the vehicle has been driven more than 250 miles since the fall of the auctioneer's hammer; and
- 6.2.3 within 96 hours of 5.00pm on the day the vehicle was sold.
- 6.3 In the case of a vehicle in respect of which any aspect other than the air conditioning, satellite navigation, central locking or electric roof or sunroof has been described in the Assured Report as 'requires attention' Aston Barclay must receive the Buyer's written notification of claim before any attempt has been made by or on behalf of the Buyer to move the vehicle under its own power (other than as may be strictly necessary in order to remove the vehicle from the auction hall, and load it onto and unload it from a vehicle transporter).
- 6.4 In addition to the time and mileage limits set out in paragraph 6.2), a Buyer wishing to make a claim pursuant to paragraph 6.1 must:
- 6.4.1 make the Vehicle available for inspection at a suitable location reasonably acceptable to the vehicle inspector arranged by Aston Barclay pursuant to paragraph 6.5;
- 6.4.2 preserve the condition of the vehicle, which shall include:
- 6.4.2.1 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', refraining from attempting to move the vehicle under its own power before it has been inspected by the vehicle inspector arranged by Aston Barclay pursuant to paragraph 6.5; or
- 6.4.2.2 in all other cases, refraining from using the vehicle insofar as that is reasonably practicable, and in any event not exceeding 250 driven miles, before it has been inspected by Aston Barclay pursuant to paragraph 6.5; and
- 6.4.2.3 not under any circumstances have carried out or attempted 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 Aston Barclay pursuant to paragraph 6.5.
- 6.5 On receipt of written notification of a claim made pursuant to paragraph 6.1 and in

accordance with paragraphs 6.2 and 6.3, Aston Barclay will arrange for a vehicle inspector to contact the Buyer to arrange a suitable time for the vehicle to be inspected.

## 7. REMEDIES

- 7.1 In the event that the vehicle inspector arranged by Aston Barclay pursuant to paragraph 6.5 confirms that the defect reported by the Buyer should result in remedial action under the terms of the Scheme then:
- 7.1.1 Aston Barclay will pay to the Buyer a sum equivalent to the cost of repairing the vehicle; or
  - 7.1.2 Aston Barclay will at its absolute discretion appoint a repairer of its choice at its own cost to attend the Buyer's premises or move the vehicle to the repairer's premises to carry out whatever work is required to correct the defect; or
  - 7.1.3 Aston Barclay 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.

## 8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 Aston Barclay shall have no liability in respect of any claim(s) made where in the opinion of Aston Barclay's inspector:
- 8.1.1 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;
  - 8.1.2 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 Aston Barclay's express authority;
  - 8.1.3 the defect arose as a result of wilful damage or negligence of the Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer;
  - 8.1.4 the defect arose while in the Buyer's custody and control and was the consequence of a defect noted as requiring attention on the Assured Report, that would not have occurred if the Buyer had taken reasonable care when acquiring the vehicle. An example is driving the vehicle while an engine management light is displayed.
- 8.2 Aston Barclay 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.
- 8.3 Subject always to paragraph 8.2:
- 8.3.1 the remedies described in paragraph 7 shall be a Buyer's sole remedy against Aston Barclay in respect of a claim made pursuant to paragraph 6.1;
  - 8.3.2 Aston Barclay shall not be liable to a Buyer who has not complied with the conditions set out in paragraph 6;
  - 8.3.3 Aston Barclay 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.

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

8.4.1 any fraudulent statement or act; or

8.4.2 death or personal injury resulting from Aston Barclay's negligence.

## 9. 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.

## 10. THIRD PARTY RIGHTS

These conditions are enforceable only by Aston Barclay 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.

## 11. 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.