



# **Wilson's Assured**

# **Terms & Conditions**

## **General Information**

- 1) "We/our/us" are Wilsons Auctions Ltd
- 2) "You" are a Wilsons Auctions Ltd customer who has purchased a vehicle displaying a Wilsons Assured Report ("the report").
- 3) Vehicles displaying a Wilsons Assured report have been subject to a Wilsons Vehicle Inspection ("the Inspection") and are covered by the Wilsons Assured Guarantee ("the guarantee").
- 4) These terms and conditions, and our service to you are governed by English Law.
- 5) To ensure service quality, your telephone calls to and from us may be monitored and recorded.
- 6) Our Inspection is produced prior to the vehicle being offered for sale with the resulting report made available publicly to inform potential purchases.

## **Fees and Charges**

- 7) Purchasing a vehicle - You agree to make the payment for the inspection (the Fee), when purchasing any vehicle displaying a Wilsons Assured Report.
- 8) Selling a vehicle – You agree to make the payment for the inspection, when offering a vehicle for sale which displays a Wilsons Assured Report.

## **Wilsons Auctions**

- 9) Our staff and contractors will use reasonable skill and care when providing the vehicle inspection service.
- 10) We cannot accept liability for defects not reasonably apparent in vehicles which have been subject to abnormal use which is not apparent during our Inspection and is not drawn to our attention. You accept that such vehicles may be more prone than usual to latent defects.
- 11) You agree that a lack of defect in any part of the vehicle at the time of the Inspection does not constitute a warranty or guarantee of durability in any part of the vehicle, nor is it a guarantee against defects arising in the future.

- 12) If you are dissatisfied with any aspect of your Inspection or the services provided to you by Wilsons Auctions, please bring your complaint to our attention no later than 48 hours after purchase. If you have any dispute or query with our written report ("Report"), you agree to return the vehicle to a Wilsons Auctions site and offer us the right to re-examine the vehicle before you carry out any repair or rectification work on the vehicle. This does not affect your statutory rights to take legal action or exercise any other legal remedy. Complaints should be made in writing to our Grievance Team, at the Wilsons Auctions branch which the vehicle was purchased from.
- 13) We will not be responsible for any unforeseeable losses, losses that were not caused directly by us or for any business losses. This does not reduce your statutory rights to claim compensation in relation to the services we provide.

## **The Wilsons Assured Guarantee**

- 14) Should any item on the Wilsons Assured Report not accurately reflect the condition of the vehicle, Wilsons Auctions have the option to rectify the fault at no cost to the purchaser or, in the case of major faults, the vehicle to be returned to Wilsons Auctions and the purchaser will receive a full refund of the purchase price.
- 15) Where a claim has been raised, the vehicle must be returned to a Wilsons Auctions site for verification. If it is proven that the Wilsons Assured Report inaccurately recorded the condition of the vehicle, the claim will be upheld and settled as detailed in section 14.
- 16) Electrical and non-mechanical items, including dashboard warning lights, are covered for a period of 48 hours from the fall of the hammer, or until the vehicle leaves site whichever is the sooner. All other defects not reported correctly are covered for a period of 48 hours from the fall of the hammer or a distance of 250 miles whichever is sooner.
- 17) It is your responsibility to check for, and notify Wilsons Auctions of, any discrepancies in the recording of electrical equipment, non-mechanical items operation or fluid levels before the vehicle leaves site.
- 18) Where the vehicle is being delivered, the guarantee period is extended. Provided the delivery has been arranged by Wilsons Auctions or a Wilsons Auctions appointed sub-contractor and the vehicle is paid for within 48 hours of the fall of the hammer, the vehicle will remain covered by the guarantee until delivered to your site. Any defects must be reported to the driver before he leaves and recorded on his POD.

## The Inspection

- 19) We will carry out a Vehicle Inspection and make available a report of our findings. Our inspection consists of a visual, external check on the vehicle and does not include a fault diagnosis, or any dismantling or removal of parts.
- 20) Due to the visual nature of our inspection, it may not be possible to carry out all checks in all cases. In the event that we are unable to carry out any element of the inspection due to circumstances beyond our reasonable control, checks not completed will be displayed on the report. We will not refund any part of the inspection fee in these circumstances.
- 21) All items checked will be reported correctly at the time of inspection subject to clause 22 and the test conditions detailed below.
- a) All fluid levels checked will be by visual examination where possible, in the event that a visual examination is not possible, the report will detail the item as “not checked”
  - b) Battery charging rate will be tested with the engine running and all electrical items switched off. The reading will be taken using a digital voltmeter.
  - c) The windscreen and tyre checks are visual checks to make sure they comply with current MOT standards and do not guarantee they are free from all defects.
  - d) Light lenses will be checked visually for external signs damage.
  - e) The spare wheel and tool kit will be checked and reported accordingly.
  - f) Dashboard warning lights will be checked visually for their operation, if any warning lights are illuminated when the vehicle is running, this will be recorded. No further testing of the defect will be carried out
  - g) The engine will be started and any excessive smoke, abnormal noises or signs of poor running will be recorded. Any testing of the engine will be carried out when the vehicle is presented for inspection, there will be no specific tests carried out for cold start, overheating or running to temperature.
  - h) Gear selection tests are carried out when the vehicle is static and will test for selection only.
  - i) Where fitted, clutch operation will be tested while the vehicle is static and will comprise of testing standard operation and a stall test.
  - j) The exhaust system will be tested by visual and audible examination with no lifting of the vehicle or physical checks. Any defect noted will be easily visible or audible when standing beside the vehicle.
  - k) The power steering will be tested with the vehicle stationary to ensure the system works. No additional checks will be carried out to the steering rack or any of its associated components.

- l) Operation of the braking system will be tested during the 20-metre drive. Brakes will be applied to ensure they stop the vehicle. The brake pedal will also be checked for signs of brake fade when static. Defects only noticeable when driving are not tested. Individual wheels are not checked for their braking ability.
  - m) Handbrake operation is tested to ensure the handbrake holds and is adjusted to an acceptable level. Performance is not checked on individual wheels.
  - n) The vehicle central locking system is tested via operating the driver's door lock only.
  - o) Heating controls including air conditioning and climate control are tested to ensure they switch on and switches operate correctly. No tests are carried out to ensure the operating temperature of the system or the refrigerant charge.
  - p) Satellite navigation systems and in car entertainment system will be checked to ensure they switch on and operate. No tests are conducted to confirm the calibration of the satellite navigation system or its accuracy.
  - q) Electric windows will be tested via any switches within easy reach of the driver's seat to confirm the operations of the motor, individual switches are not tested.
- 22) We do not analyse, dismantle or remove any part or component or mechanism from the vehicle when carrying out the Inspection and therefore we do not accept liability for defects which arise in any part of the vehicle which is not included in our Inspection, or not reasonably apparent or capable of identification at the time of Inspection, nor for latent defects which are later discovered, nor for defects which arise after the Inspection if they were not reasonably detectable at the time the Inspection was carried out.
- 23) The inspection does not replace manufacturer or other servicing or maintenance requirements or any legal checks (including without limit LOLER or MOT). Your vehicle will not be checked for compliance with Construction and Use Regulations nor with the requirements of qualified bodies such as DPTAC). Your Inspection does not include stress or weight tests on any part of your vehicle including, without limit: seat fitting, belt, strap, grab rails, mountings, harness or adaptation, or their security. We do not examine tail lifts or fire extinguishers or their functionality or the contents of first aid kits. A thorough inspection of tail lifts is required under the Lifting Operations and Lifting Equipment Regulations (LOLER) every six months and you must arrange for this specialist inspection to be carried out by a competent person.
- 24) The inspection where possible will be carried out under cover in a well-lit environment.
- 25) We do not lift the vehicle or carry out any under body checks during the inspection. Any defects recorded will be noticeable from ground level with no specialist equipment.
- 26) No inspection will take place of the internal fittings or the workings of the roof hatch of a campervan.

## **The Grievance Procedure:**

- 27) If you are dissatisfied with the outcome of a claim. You should provide details of your grievance to the relevant Wilsons Auctions Branch Manager in writing within 24 hours of the decision.
- 28) During the claim procedure the vehicle must remain on a Wilsons Auctions site. This will allow any further diagnostics or checks of the vehicle to facilitate the claim.