

BCA Assured Scheme Terms and Conditions (“BCA Assured T&C’s”)

1 THE BCA CONDITIONS OF ENTRY AND SALE

- 1.1 In these BCA Assured T&C’s the term “**BCA**” shall mean British Car Auctions Limited or any other company in the British Car Auction group of companies which has conduct of the auction where the Vehicle is sold.
- 1.2 The entry of Vehicles for sale, the offering of Vehicles for sale and the purchase of Vehicles in each case through BCA are subject to the BCA Conditions of Entry and Sale (the “**Conditions**”) copies of which are displayed in all BCA branches and are available on the BCA website at www.british-car-auctions.co.uk/About-Us/Terms-and-Conditions
- 1.3 The terms “**Auctioneer**”, “**Vehicle**” and “**Buyer**” where used in these BCA Assured T&C’s shall have the meanings ascribed to them by the Conditions.

2 THE BCA ASSURED SCHEME

- 2.1 Where a Vehicle is sold under the BCA Assured scheme (the “**Scheme**”) these BCA Assured T&C’s will apply in addition to the Conditions. In the event of any conflict or ambiguity between the Conditions and these BCA Assured T&C’s, the Conditions shall prevail.
- 2.2 Where a Vehicle is offered for sale under the Scheme, prior to the sale BCA shall:
 - 2.2.1 arrange for the Vehicle to undergo a mechanical assessment in a static environment at ground level (i.e. not on a ramp) followed by a 20 metre brake test and first and reverse gears drive test up to a maximum speed of 15 mph (the “**Mechanical Assessment**”);
 - 2.2.2 using the results of the Mechanical Assessment, compile a mechanical report (the “**Mechanical Report**”) describing the condition and/or functionality of those aspects of the Vehicle assessed; and
 - 2.2.3 post online and affix to the Vehicle a copy of the Mechanical Report.
- 2.3 A Buyer of a Vehicle offered for sale under the Scheme will pay a charge to BCA in consideration of receiving the Mechanical Report. The amount of this charge will depend upon the Buyer’s MyBCA Card status as set out in the tariff of charges available to view at the BCA website. Charges are exclusive of VAT and are subject to change from time to time at BCA’s discretion.
- 2.4 The descriptions of the condition and/or functionality of aspects of a Vehicle as contained in the Mechanical Reports provided under the Scheme:
 - 2.4.1 originate from BCA;
 - 2.4.2 are provided by BCA to Buyers as assurances in addition to the BCA undertakings described in Condition 11 of the Conditions; and
 - 2.4.3 are terms of the collateral contract made between BCA and a Buyer or a Seller.
- 2.5 Sellers have no responsibility for the creation of Mechanical Reports or their provision to Buyers and, accordingly, to the extent that any liability thereunder and/or therefor may be construed as being the Seller’s, it is hereby excluded to the fullest extent permitted by law.

3 SCOPE AND LIMITATIONS OF THE SCHEME

- 3.1 Exclusions and limitations of BCA’s liability in respect of the Scheme are set out in clause 7. The Mechanical Assessments and the assurances contained within the Mechanical Reports are limited in their extent as described in this clause 3.
- 3.2 The Mechanical Assessment in each case comprises assessment of only those aspects of a Vehicle against which entries have been made in the Mechanical Report form, which aspects may vary between individual Vehicles. BCA shall not be obliged to assess all those aspects of a Vehicle which are listed on the Mechanical Report form.
- 3.3 The static gear selection test differs depending upon the type of gearbox fitted to the Vehicle in question. Where a manual gearbox is fitted, the test involves attempting to select each gear with the Vehicle stationary and the engine running. Where an automatic gearbox is fitted, the test involves attempting to select each gear that is indicated on the gate as being available for manual selection, again with the Vehicle stationary and the engine running. Where a semi-automatic gearbox is fitted, the test involves attempting to select those gears which should be available for manual selection, again with the Vehicle stationary and the engine running.
- 3.4 The brake efficiency test, and first and reverse gears drive test are performed concurrently and involve selecting first gear, moving off and coming to a halt within 20 metres and selecting reverse gear, moving off and coming to a halt within 20 metres.
- 3.5 The clutch slipping test is a static test performed when the engine is running. During the testing of a manual transmission each gear is selected whilst the hand/parking brake is applied and the clutch slipping is checked. During the testing of an automatic transmission each gear selection is checked as being available for manual selection.
- 3.6 The steering check is a static test performed when the engine is running. During the testing the steering wheel will be turned to full lock, left and right, whilst the hand/parking brake is applied and any unusual noises noted.
- 3.7 The suspension ride height check is a static test performed when the engine is running and the hand/parking brake applied. Suspension ride height is noted. Please note the exclusion at clause 3.9.3(g) below.
- 3.8 Assessment of satellite navigation systems, air conditioning systems and in-car entertainment systems shall be restricted to an attempt to switch on any such things in the normal fashion using the controls provided. The Mechanical Report in respect of such things will identify only whether or not they appear to receive power when switched on. With reference to clause 4, an ‘ - OK’ would indicate that the item in question does appear to receive power and the description ‘ - Requires attention’ would indicate that it does not.
- 3.9 Without prejudice to the generality of clause 3.2, Mechanical Assessments DO NOT INCLUDE:
 - 3.9.1 dismantling or disturbing any structure, assembly, component or internal mechanism;
 - 3.9.2 an MOT test or a road test and, with particular reference to turbochargers, gearboxes and transfer boxes (and their respective related components), will not reveal faults that would only have become apparent during such tests;

- 3.9.3 an assessment or prediction of the condition, functionality or performance of:
- a) oil, fuel or any other fluid consumption;
 - b) the source of oil, water and any other fluid leaks including but not restricted to oil seals, gaskets, seals, joints, hoses, pipe connections or other components (including the rear main oil seal);
 - c) the type of brake lining materials (including but not limited to pads, discs and any other lining material);
 - d) the brake fluid;
 - e) the life expectancy of any structure, assembly or component, including but not limited to the clutch, clutch release bearing and dual-mass flywheel;
 - f) the timing belts/chains;
 - g) the air suspension system;
 - h) the steering mechanism (other than as set out in clause 3.6);
 - i) any 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 clause 3.8);
 - j) any alarm systems;
 - k) the Vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;
 - l) cylinder compression;
 - m) the Vehicle electrics and electronics;
 - n) the accuracy of in-car computer systems (for example, but in no way restricted to, computers used for route finding, fuel efficiency or otherwise);
 - o) exhaust emissions, other than noting observations as to excessive smoke;
 - p) the catalytic converters, diesel and gasoline particulate filters;
 - q) the LPG systems;
 - r) any air conditioning systems (including the efficiency of them), 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 clause 3.8);
 - s) non-standard accessories or parts as a result of personal modifications or otherwise;
 - t) any dynamic functionality (including but not limited to automatic headlights, wipers and cruise control);
 - u) the key fobs or remote control devices;
 - v) the propulsion batteries or traction packs in electric and hybrid Vehicles (or respective associated parts);
 - w) the tyres (or punctures, tyre size discrepancies of up to 1mm, inside tyre wall damage or internal perished tyre walls). The Mechanical Assessment will record the tyre tread depth and assess the condition of the outer tyre wall and edge; or
 - x) sunroof blinds and panoramic roof blinds;
- 3.9.4 an assessment of, or prediction of any consequence of, any:
- a) damage resulting from impact of any kind;
 - b) damage caused by jump or boost starting the Vehicle;
 - c) damage caused by incorrect towing and/or transportation of the Vehicle; or
 - d) damage caused by lack of fuel;
- 3.9.5 an assessment of whether, or any assurance that:
- a) the passenger or luggage compartments are watertight;
 - b) all or any of the components of the Vehicle are either original components or replacement components which have been manufactured by the manufacturer of the Vehicle;
 - c) a manufacturer warranty is valid;
 - d) the Vehicle would pass an MOT test;
 - e) any of the following are authentic: the Vehicle V5 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;
- 3.9.6 an inspection of any parts/items that are not reasonably visible or accessible at the time the Mechanical Assessment is carried out; or
- 3.9.7 a check for any recall notices.
- 3.10 For the avoidance of doubt, the Mechanical Assessment does not cover any faults which would only have been evident by driving the Vehicle (as opposed to simply carrying out the brake efficiency test and first and reverse gears test described in clause 3.4).
- 3.11 Non running Vehicles are excluded from the Scheme.
- 3.12 Vehicles purchased and moved to outside of the United Kingdom and the Republic of Ireland are excluded from the Scheme.
- 3.13 In circumstances where one or more of the items listed in the 'Engine Bay', 'Engine Running' or 'Dynamic Operation' sections of a Mechanical Report is described as either **RED** '🔴 - Requires attention' or **AMBER** '🟡 - Requires some attention', then BCA shall have no liability in respect of any claim(s) made where:
- 3.13.1 there are any warning lights illuminated relating to those items; or
 - 3.13.2 any other items referred to in the same Mechanical Report to the extent that the issue(s) giving rise to any such claim(s) can reasonably be predicted to be connected in some way to the item(s) identified as requiring some attention or requiring attention.

- 3.14 In circumstances where one or more of the items listed in the 'Interior Checks' section of a Mechanical Report is marked as ▲ or 🚫, then BCA shall have no liability for any claim(s) made in respect of any of the items listed in the 'Engine Bay', 'Engine Running' or 'Dynamic Operation' sections of the same Mechanical Report to the extent that the issue(s) giving rise to any such claim(s) can reasonably be predicted to be connected in some way to the item(s) identified in the 'Interior Checks' section as requiring some attention or requiring attention.
- 3.15 Notwithstanding the above, only items visible at the time of inspection will be included in the Mechanical Report. Any items missing and/or removed will be excluded. The Mechanical Report will not include any modifications.

4 MECHANICAL REPORTS

- 4.1 Aspects of a Vehicle that have been assessed, and are described in the Mechanical Report as shown below, have the following meanings:
- 4.1.1 by '✅ - OK' are aspects that, whilst not necessarily in an 'as new' or retail condition, on an objective assessment are considered to be in a serviceable state or condition, or indicative of such a state or condition;
- 4.1.2 '▲ - Requires some attention' are aspects that are considered to function in a manner, exist in a state or condition, or indicate a state or condition (as the case may be) that is inferior to that described in clause 4.1.1 but is superior to that described in clause 4.1.3;
- 4.1.3 '🚫 - Requires attention' are aspects that do not function at all, function only in a wholly unsatisfactory or unusable manner, or exist in or indicate a similarly defective, wholly unsatisfactory or unusable state or condition;
- 4.1.4 by ▲ and the words 'illuminated - AMBER' are warning lights that remain illuminated and indicate a state or condition that, whilst not necessarily unserviceable, is sub-optimal; and
- 4.1.5 by 🚫 and the words 'illuminated - RED' are warning lights that remain illuminated and indicate a state or condition that is wholly unsatisfactory or unserviceable.
- 4.2 To the extent that the condition or functionality of any aspect of a Vehicle is either:
- 4.2.1 not described by the Mechanical Report;
- 4.2.2 not disclosed as a specified fault; or
- 4.2.3 not warranted pursuant to a "No Major Mechanical Faults" description having been applied to the Vehicle;
- then that aspect shall be sold "as seen" in accordance with clause 7 of the Conditions.
- 4.3 Any issue with a Vehicle potentially within the scope of the Scheme, including but not limited to an illuminated warning light, indicates a symptom. For a claim to be considered the cause of that symptom must be covered under the Scheme.
- 4.4 Any warning lights which are not denoted on the Mechanical Report will not be covered under the Scheme.
- 4.5 **FOR THE AVOIDANCE OF DOUBT, IT IS THE RESPONSIBILITY OF THE BUYER TO PURSUE ANY RIGHTS OR REMEDIES AVAILABLE TO HIM UNDER ANY WARRANTY GIVEN BY A MANUFACTURER WHICH RELATES TO ANY ASPECTS OF A VEHICLE ASSESSED AND DESCRIBED IN THE MECHANICAL REPORT.**

5 CLAIMS PROCEDURE

- 5.1 If a Buyer believes that the description given in a Mechanical Report of the condition or functionality of one or more aspects of a Vehicle does not correspond with the actual condition or functionality of that aspect, or those aspects, of the Vehicle and the Buyer wishes to make a claim in this regard, he must provide BCA with written notification of his claim. This written notification must describe the alleged inaccuracy in sufficient detail to allow BCA to investigate and must be received by BCA as soon as reasonably practicable after the sale and in any event within the time and mileage limits set out in clause 5.2.
- 5.2 Without prejudice to clause 5.3, a Buyer wishing to make a claim pursuant to clause 5.1 must provide BCA with written notification of the alleged inaccuracy within the following time and mileage limits:
- 5.2.1 except where the Buyer has entered into a Vehicle logistics contract with BCA or a group company of BCA (as the case may be) for the delivery of the Vehicle, BCA must receive the Buyer's written notification either:
- a) within 48 hours of the Vehicle leaving BCA premises; or
- b) before the Vehicle has completed more than 500 driven miles since the fall of the Auctioneer's hammer, (whichever occurs sooner); or
- 5.2.2 where the Buyer has entered into a Vehicle logistics contract with BCA for the delivery of the Vehicle, BCA must receive the Buyer's written notification either:
- a) within 48 hours of the Vehicle being delivered by BCA or a group company of BCA (as the case may be); or
- b) before the Vehicle has completed more than 500 driven miles from when the Buyer took delivery of the Vehicle, (whichever occurs sooner).
- 5.3 In the case of a Vehicle in respect of which any aspect other than the air conditioning, satellite navigation, in-car entertainment, central locking or electric hood or sunroof has been described in the Mechanical Report as '▲ - Requires some attention' or '🚫 - Requires attention', BCA 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).
- 5.4 On receipt of written notification of a claim made pursuant to clause 5.1 and in accordance with clauses 5.2 and 5.3, BCA may procure that an independent vehicle inspector of its choosing (an "Inspector") contacts the Buyer to arrange for the Vehicle to be inspected.
- 5.5 In addition to the time and mileage limits set out in clause 5.2, a Buyer wishing to make a claim pursuant to clause 5.1 must:
- 5.5.1 ensure the Vehicle remains in the United Kingdom or the Republic of Ireland;
- 5.5.2 make the Vehicle available for inspection at a suitable location reasonably acceptable to the Inspector; and
- 5.5.3 preserve the condition of the Vehicle, which shall include:
- a) in the case of a Vehicle in respect of which any aspect other than the air conditioning, satellite navigation, in-car entertainment, central locking or electric hood or sunroof has been described in the Mechanical Report as '▲ - Requires some attention', refraining from attempting to move the Vehicle under its own power before it has been inspected by the Inspector;

- b) after said Vehicle has been assessed by the Inspector, refraining from driving the Vehicle insofar as that is reasonably practicable until such time that the claim has been resolved; and
 - c) 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 assessed by the Inspector.
- 5.6 A Buyer must not, before or after an assessment by the Inspector, carry out any repairs to the Vehicle without prior written consent from BCA.
- 5.7 BCA reserves the right to reject a claim if a Buyer fails to follow the claims procedure set out in this clause 5.

6 REMEDIES

- 6.1 In the event that the Inspector confirms that the description given in the Mechanical Report of the condition or functionality of the aspect or aspects of a Vehicle complained of by the Buyer of that Vehicle do not correspond with the actual condition or functionality of that aspect or those aspects of the Vehicle then, subject always to clause 7, BCA may:
- 6.1.1 arrange for that aspect of the Vehicle (or those aspects if multiple) to be repaired by a BCA nominated repairer;
 - 6.1.2 pay to the Buyer a sum equivalent to the cost of repairing that aspect of the Vehicle (or those aspects if multiple) at a repairer nominated by BCA; or
 - 6.1.3 at its absolute discretion (but shall not be obliged to) arrange at its own cost for the Vehicle to be returned to BCA premises and for the Buyer to be reimbursed the full sum invoiced by BCA in respect of sale of the Vehicle less the charge levied under the Scheme.

7 EXCLUSION AND LIMITATION OF LIABILITY

- 7.1 Subject always to clause 7.2 and clause 7.3:
- 7.1.1 the remedies described in clause 6 shall be a Buyer's sole remedy against BCA in respect of a claim made pursuant to clause 5. Where a repair is selected by BCA as the appropriate remedy pursuant to clause 6.1.1, BCA shall not be liable for any delay in effecting such repair where such delay results from circumstances beyond its reasonable control (including without limitation delay in the lead times of the repairer or availability of parts or diagnostic equipment);
 - 7.1.2 BCA shall not be liable to a Buyer who has not complied with the conditions set out in clause 5;
 - 7.1.3 BCA shall not be liable for any repair covered by a warranty given by the manufacturer irrespective of whether a claim is upheld in respect of that repair pursuant to clause 5; and
 - 7.1.4 BCA shall not be liable to a Buyer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, fines and interest, business or goodwill, or any pure economic, indirect or consequential loss.
- 7.2 Nothing contained in these BCA Assured T&C's purports to exclude any liability on the part of BCA for:
- 7.2.1 any fraudulent statement or act; or
 - 7.2.2 death or personal injury resulting from BCA's negligence.
- 7.3 In circumstances where:
- 7.3.1 a cash sum is selected by BCA as the appropriate remedy pursuant to clause 6.1.2; and
 - 7.3.2 the claim relates to a tyre tread where the Mechanical Report has described the tread condition of a tyre with greater than one (1) millimetre variance than the actual tread condition; and
 - 7.3.3 notwithstanding the variance described in clause 7.3.2 the Vehicle is in a saleable condition and roadworthy, then BCA shall only be liable to provide a contribution to the Buyer for the cost of each tyre that is the subject of the claim based on the following matrix:

Variance between tyre tread reported on Mechanical Report and actual tyre tread	Percentage contribution of new tyre cost to be paid by BCA to Buyer
1mm	0% (no claim)
2mm	33%
3mm	50%
4mm	67%
5mm	83%
6mm	100%

8 SEVERABILITY

If any part of these BCA Assured T&C's is held by a court of competent jurisdiction to be unenforceable the validity of the remainder will not be affected.

9 THIRD PARTY RIGHTS

These BCA Assured T&C's are enforceable only by BCA and the Buyer. It is not intended that anyone else has a right to enforce them whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

10 GOVERNING LAW AND JURISDICTION

These BCA Assured T&C's 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.