



Assured vehicle appraisal provided by Aston
Barclay

Terms & Conditions

**Please read these Terms & Conditions carefully
before bidding on or buying a vehicle**

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 or upon request from
assuredclaims@astonbarclay.net without charge.

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

Aston Barclay will be governed by the contract for the purchase of the vehicle between Aston Barclay and the Buyer, as well as 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 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 Assured Report in respect of a particular vehicle will list the items covered by the Scheme for that vehicle. Aston Barclay has partnered with The AA to deliver assessments as described in Appendix 1,2 and 3. Only those items covered by this check are included within the coverage of this Scheme. 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 between minimum & maximum level:
 - 2.1.1 Engine Oil Level (between min & max)
 - 2.1.2 Brake Fluid Level (between min & max)
 - 2.1.3 PAS Fluid Level (between min & max)
 - 2.1.4 Coolant (between min & max)
 - 2.1.5 Oil Contamination (visual only)
 - 2.2 Aspects of the engine operation as described below:
 - 2.2.1 Engine Starts (with or without the aid of a battery pack)
 - 2.2.2 Engine Runs
 - 2.3 The dashboard warning lights (but for the avoidance of doubt not warning messages) are not illuminated. A non-exhaustive list of dashboard warning lights is below
 - 2.3.1 Engine management light
 - 2.3.2 ABS warning light
 - 2.3.3 Brake warning light
 - 2.3.4 Oil warning light
 - 2.3.5 Airbag warning light

- 2.3.6 For the avoidance of doubt, any dashboard warning light or illumination will be recorded
- 2.3.7 All EML fault codes will be listed with a brief description of the fault subject to diagnostic capabilities; for example, but not limited the diagnostic tool being able to read the code, the vehicle EOBD socket receiving power, or the vehicle EOBD socket being undamaged.
- 2.4 Brakes (see paragraph 3.5) checks include;
 - 2.4.1 Brakes are able to bring the vehicle to a halt within 20 meters based on operation in the test lane to a maximum acceleration of 15 mph.
 - 2.4.2 Parking Brake or 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 3.4) 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. All available gears (excluding auto boxes) can be selected statically with engine running at idle.
 - 2.5.2 Air conditioning (see paragraph 3.6) The system receives power
 - 2.5.3 Satellite navigation (see paragraph 3.6) The system 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, low light compensation etc.
Alignment not checked

3. SCOPE AND LIMITATIONS OF THE SCHEME

This Scheme applies only to vehicles purchased by Buyers who are resident in England, mainland Scotland and Wales.

- 3.1 Assured Lite is provided for all vehicles over 12 years old or with more than 120,000 miles. This is an information-only report and is not part of the Assured Scheme.
- 3.2 Exclusions and limitations of Aston Barclay's liability in respect of the Scheme are set out

in clause 7. The scheme contained within The Assured Report is limited in its extent as described in this paragraph 3.

- 3.3 The Scheme applies to those aspects of a vehicle that are identified on the relevant Assured Report as being covered by the Scheme.
- 3.4 In the respect of the Scheme regarding the operation of a vehicle's gearbox 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:
 - 3.4.1 Where a manual gearbox is fitted, one or more of the gears cannot be engaged with the engine running
 - 3.4.2 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
 - 3.4.3 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
- 3.5 A claim regarding a vehicle's brakes, the first and reverse gears will only be considered under the Scheme if after selecting first or reverse gear, the vehicle fails to move forwards or backwards (as applicable) and come to a stop within 20 meters.
- 3.6 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.
- 3.7 Without prejudice to the generality of clause 3.2 the Scheme does not cover:
 - 3.7.1 Faults with aspects of the vehicle that are not listed on a vehicle's Assured Report as being covered by the Scheme
 - 3.7.2 Any structure, assembly, component or internal mechanism
 - 3.7.3 Any sudden mechanical failures of items that are not listed on a vehicle's Assured report as being covered by the Scheme (with particular reference to brakes, turbochargers and gearboxes);
 - 3.7.4 The consumption of oil, fuel or any other fluid;
 - 3.7.5 All fluid leaks;

- 3.7.6 The condition or type of brake lining materials;
- 3.7.7 The condition of brake fluid;
- 3.7.8 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 clause 3.6);
- 3.7.9 The condition, functionality or performance of alarm systems;
- 3.7.10 The condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;
- 3.7.11 Cylinder compression;
- 3.7.12 The condition, functionality or performance of vehicle electrics and electronics; save for the assumption that power is delivered to the items checked;
- 3.7.13 The accuracy of in-car computer systems;
- 3.7.14 Exhaust emissions, other than noting observations as to excessive smoke; (Visual);
- 3.7.15 The condition, functionality or performance of catalytic converters;
- 3.7.16 The condition, functionality or performance of LPG, biofuel, hydrogen systems;
- 3.7.17 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 clause 3.6);
- 3.7.18 Non-standard accessories as a result of personal modifications or otherwise;
- 3.7.19 The condition, functionality or performance of key fobs or remote control devices;
- 3.7.20 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);
- 3.7.21 Water leaks into the passenger or luggage compartments;
- 3.7.22 The replacement of any components of the vehicle which are not the

original components or have been replaced by components which have not been manufactured by the manufacturer of the vehicle;

3.7.23 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;

3.7.24 Excessive engine smoking not present at the time of testing (clause 2.2.) but which develops as a result of a fault that is not covered by the Scheme.

3.7.25 Any repairs completed without following the Scheme claims procedure in clause 5 will not be reimbursed and will exclude any further claims.

4. ASSURED REPORTS

4.1 Items listed on the Assured Report (example report in Appendix 1) subject to the exclusions in clause 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 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 In order to make a valid claim under clause 5.2 the Buyer must comply with the following conditions:

5.1.1 The Buyer must notify Aston Barclay within two working days of the vehicle leaving Aston Barclay’s premises and/or within two days of the Buyer taking delivery of vehicle if delivered, by completing the Aston Barclay email claim form, which is available on the Aston Barclay website, or by contacting Aston Barclay via telephone as set out in clause 5.2;

5.1.2 Provide Aston Barclay with all the required evidence within 7 days of the initial claim

being raised. Failure to do so will result in the claim being closed;

- 5.1.3 Provide Aston Barclay with details of the alleged fault together with sufficient supporting evidence to the satisfaction of Aston Barclay such evidence may include, without limitation, photographic or video evidence;
 - 5.1.4 Have paid for the vehicle in accordance with the terms set out in Aston Barclay's General Conditions of Auction, or on the terms as otherwise agreed with Aston Barclay; and
 - 5.1.5 The Buyer must be an Aston Barclay authorised Buyer quoting company number who purchased the vehicle; or
 - 5.1.6 The Buyer must provide, company name and address or if not company Buyer, Buyer name and address
 - 5.1.7 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 clause 2, which was not reported in accordance with clause 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 Aston Barclay using telephone number 0800 058 4430 operational business hours (0900 - 1700, Monday - Friday excluding bank holidays) with details and information of their intended claim. Once the call has been received Aston Barclay Claims team will record, assess and adjudicate the claim against the terms of the Scheme and reach a judgement accordingly. Aston Barclay 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.
- 5.2 In addition to the time and mileage limits set out in clause 5.1, a Buyer wishing to make a claim pursuant to clause 5.2 must:
- 5.2.1 Make the Vehicle available for inspection at a location specified by the Aston Barclay Claims team, this may be a garage or carried out by a mobile inspection asset;
 - 5.2.2 Preserve the condition of the vehicle, which shall include:
 - 5.2.2.1 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 Aston Barclay Claims team.

5.2.2.2 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 Aston Barclay Claims team; and

5.2.2.3 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 Aston Barclay Claims team.

6. REMEDIES

6.1 In the event that the vehicle inspection arranged by Aston Barclay Claims team, pursuant to clause 5.2.1 confirms that the defect reported by the Buyer should result in remedial action under the terms of the Scheme then, at the Aston Barclay Claims team's sole discretion:

6.1.1 Aston Barclay will at its absolute discretion appoint a repairer of its choice or move the vehicle to the repairer's premises to carry out whatever work is required to correct the defect at the cost of Aston Barclay; or

6.1.2 Aston Barclay will authorise payment to the Buyer as a contribution towards the cost of repairing the vehicle; or

6.1.3 Aston Barclay may at its absolute discretion (but shall not be obliged to) arrange 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.

6.2 When Aston Barclay has appointed a repairer under clause 6.1.1 above, Aston Barclay will be the sole point of contact for the Buyer and the Buyer will not make contact with the repairer direct.

6.3 Decline appeal process;

6.3.1 Before a decline can be appealed the process in clause 5 must be adhered to in full;

6.3.2 The Buyer must make an appeal by sending an email to assuredclaims@astonbarclay.net or making a phone call to 0800 058 4430 within five business days of receipt of the notice of decline with a full explanation written of the reason for the appeal.

6.3.3 Aston Barclay will then review the reasons given and if it deems appropriate it will request a third party Inspection Team to dispatch an onsite Inspection

Manager to the Buyers premises or Repair Centre to inspect fully and report back to Aston Barclay outcome of the inspection.

6.3.4 If on review Aston Barclay deems the claim is valid the claims process will be actioned.

6.3.5 If on review Aston Barclay finds the claim is not valid Aston Barclay will notify the Customer and the claim will be closed.

7. EXCLUSION AND LIMITATION OF LIABILITY

7.1 Aston Barclay shall have no liability in respect of any claim(s) made where in the opinion of the Aston Barclay 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 Aston Barclay express authority.

7.1.3 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.

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 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 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.

7.3 Subject to clause 7.2:

7.3.1 The remedies described in clause 5 shall be a Buyer's sole remedy against Aston Barclay in respect of a claim made pursuant to clause 5.1.

7.3.2 Aston Barclay shall not be liable to a Buyer who has not complied with the conditions set out in clause 5.

7.3.3 This Scheme does not cover accident damage, any impact damage, negligence or driver abuse which render components inoperative.

7.3.4 This Scheme 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 Scheme does not cover any consequential damage, losses or third party claims howsoever caused.

7.3.6 Software updates and coding excluded from cover on authorised claims.

7.3.7 Parts liability will be costed using parts that are available outside the dealer network through car part suppliers.

7.3.8 Oils & Antifreeze if part of repair based on cost from Euro Car Parts up to a maximum contribution of £50 + VAT

7.3.9 Neither The AA nor Aston Barclay shall 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 for any loss that cannot by law be excluded, including:

7.4.1 Any fraudulent statement or act; or

7.4.2 Death or personal injury.

7.5 Aston Barclay, The AA and the repairing agents, all adopt a zero-tolerance approach to matters of abuse in whatever form it may take.

7.6 As this stated zero tolerance approach forms part of your Terms and Conditions, a claim may be rejected where such abuse takes place, and may also lead to an already accepted claim being rejected at any stage thereafter.

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 Aston Barclay 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.

APPENDIX 1 - SAMPLE ASSURED REPORT

Aston Barclay Assured

ML64 EUW

WDC1668742A422844

MERCEDES-BENZ
GL CLASS AMG STATION WAGON
Black
70013 miles

✔ OK
⚠ Requires Attention
⊖ Not Tested
N/A Not Applicable

FLUID LEVELS	
Engine Oil Level (between min & max)	✔
Brake Fluid Level (between min & max)	✔
PAS (between min & max)	✔
Coolant (between min & max)	✔
Oil Contamination (visual only)	✔
DASHBOARD	
Warning Lights Illuminated	✔
Service Light Illuminated	No
TPMS Light Illuminated	No
Adblue Light Illuminated	No
EML Illuminated	✔
VEHICLE OPERATION	
Brakes (operation in test lane only)	✔
Static Gear Selection (first & reverse test drive)	✔
Handbrake or Park Brake Operation	✔
Suspension Ride Height (visual only)	✔
Bonnet Release (mechanical & electrical)	✔

VEHICLE INTERIOR	
Air Con (excl temp & gas)	✔
Sat Nav (excl system functionality)	✔
Central Locking (excl fob & remote access)	✔
Entertainment System Powers Up (excl functionality)	✔
Entertainment Screen Powers Up (excl functionality)	✔
Reverse System Activates (excl functionality)	✔
Drivers Seat Adjustment (mechanical & electrical)	✔
Power Convertible Roof (electrical only)	N/A
Power Sunroof (electrical only)	N/A
Wipers & Washers (excluding jet spread & wiper condition)	✔
Lights	✔
Horn	✔
Mirrors (reflective only excl functionality)	✔
Windows (electric only operated from drivers seat)	✔
ENGINE OPERATION	
Engine Starts (with or without the aid of a battery pack)	✔
Engine Runs	✔
DIAGNOSTIC TROUBLE CODES	
OTHER OBSERVATIONS	

For more information on this Scheme, provided and administered by Aston Barclay, please see [Terms and Conditions here](#).

APPENDIX 2 - SAMPLE ASSURED EV REPORT

Aston Barclay Assured - EV



FX7I PYW

W1K2938902F030567

MERCEDES-BENZ

EQC ESTATE

Grey

52479 miles

52479 miles

FLUID LEVELS

Brake Fluid Level (between min & max)	<input checked="" type="checkbox"/>
Coolant (between min & max)	<input checked="" type="checkbox"/>

DASHBOARD

Warning Lights Illuminated	<input checked="" type="checkbox"/>
Service Light Illuminated	No
TPMS Light Illuminated	No

VEHICLE OPERATION

Brakes (operation in test lane only)	<input checked="" type="checkbox"/>
Static Gear Selection (first & reverse test drive)	<input checked="" type="checkbox"/>
Handbrake or Park Brake Operation	<input checked="" type="checkbox"/>
Suspension Ride Height (visual only)	<input checked="" type="checkbox"/>
Bonnet Release (mechanical & electrical)	<input checked="" type="checkbox"/>
Energy Harvesting & Recuperation (dash indicator)	<input checked="" type="checkbox"/>

VEHICLE INTERIOR

Air Con (excl temp & gas)	<input checked="" type="checkbox"/>
Sat Nav (excl system functionality)	<input checked="" type="checkbox"/>
Central Locking (excl fob & remote access)	<input checked="" type="checkbox"/>
Entertainment System Powers Up (excl functionality)	<input checked="" type="checkbox"/>

OK Requires Attention Not Tested N/A Not Applicable

Entertainment Screen Powers Up (excl functionality)	<input checked="" type="checkbox"/>
Reverse System Activates (excl functionality)	<input checked="" type="checkbox"/>
Drivers Seat Adjustment (mechanical & electrical)	<input checked="" type="checkbox"/>
Power Convertible Roof (electrical only)	N/A
Power Sunroof (electrical only)	<input checked="" type="checkbox"/>
Wipers & Washers (excluding jet spread & wiper condition)	<input checked="" type="checkbox"/>
Lights	<input checked="" type="checkbox"/>
Horn	<input checked="" type="checkbox"/>
Mirrors (reflective only excl functionality)	<input checked="" type="checkbox"/>
Windows (electric only operated from drivers seat)	<input checked="" type="checkbox"/>
DRIVETRAIN OPERATION	
Drive Ready Indicator	<input checked="" type="checkbox"/>
CHARGE CABLE	
Cable Type	Both
Cable Condition (visual only)	<input checked="" type="checkbox"/>
DIAGNOSTIC TROUBLE CODES	
OTHER OBSERVATIONS	

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