



G3 Remarketing

## **'G3 ASSURED' TERMS AND CONDITIONS**

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This is an important document which should be read carefully, as it explains the rules of G3's Assured Scheme, which you will be bound to by placing a Bid and/or purchasing vehicles covered by the Assured Scheme at G3 Remarketing's auctions.

Copies of these Assured Scheme Terms and Conditions are available from G3 Remarketing upon request, without charge.

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G3 Remarketing Ltd is authorised and regulated by the Financial Conduct Authority (FCA No. 704309).

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**1 Introduction**

1.1 All sales and purchases of Vehicles through G3R are governed by and subject to G3R’s Standard Terms and Conditions of Business (Standard T&Cs).

1.2 In addition, where a Vehicle is sold under the G3 Remarketing Assured Scheme (Assured Scheme) then it will be subject to the additional terms and conditions set out herein (Assured Scheme T&Cs). In the event of conflict or inconsistency between the Standard T&Cs and these Assured Scheme T&Cs, these Assured Scheme T&Cs will prevail.

**2 Definitions**

2.1 The definitions and expressions set out in the Standard T&Cs will apply to these Assured Scheme T&Cs, in addition to which the following words and expressions will have the following meanings in these Assured Scheme T&Cs:

**Assured Vehicle Inspection** has the meaning given to it in Clause 3.2 (a).

**Mechanical Report** has the meaning given to it in Clause 3.2 (b).

**3 Assured Scheme**

3.1 Where a Vehicle is sold under the Assured Scheme, additional terms and conditions will apply, as set out below.

3.2 Where a Vehicle is offered for sale under the Assured Scheme, prior to the sale G3R will:

(a) arrange for the Vehicle to undergo a limited mechanical assessment (the Assured Vehicle inspection);

(b) using the results of the Assured Vehicle Inspection, compile a mechanical report (Mechanical Report) describing the condition and/or functionality of those aspects of the Vehicle assessed; and

(c) post on G3R’s Website and affix to the Vehicle a copy of the Mechanical Report.

3.3 A Buyer of a Vehicle offered for sale under the Assured Scheme will pay a non-refundable fee to

G3R in consideration of receiving the Mechanical Report.

Note: The fee is subject to VAT (at the rate prevailing by law from time to time) and may be subject to change from time to time at G3R’s discretion.

3.4 The descriptions of the condition and/or functionality of aspects of a Vehicle as contained in the Mechanical Report provided under the Assured Scheme:

(a) originates from G3R; and

(b) are terms of a collateral contract made between G3R and the Buyer.

3.5 Sellers have no responsibility for the creation of Mechanical Reports or their provision to the Buyers and, accordingly, have no liability to Buyers for their contents.

**4 Mechanical Reports**

4.1 Aspects of a Vehicle that have been assessed and are described in the Mechanical Report:

(a) by a tick mark and ‘PASS’ or a tick mark and ‘NOT ILLUMINATED’ 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;

(b) by a tick mark and ‘FAIL’ or a tick mark and ‘ILLUMINATED’ are aspects that do not function at all, function only in a wholly unsatisfactory or unusual manner, or exist in or indicate a similar defective, wholly unsatisfactory or unusual state or condition; or

(c) by a tick mark or ‘N/A’ are aspects that do not apply to the Vehicle.

4.2 To the extent that the condition or functionality of any aspect of a Vehicle is either:

(a) not described by the Mechanical Report;

(b) not disclosed as a specified fault; or

(c) not warranted pursuant to a ‘No Major Mechanical Faults’ description having been applied to the Vehicle,



then that aspect will be sold “as seen” and any defect will not entitle the Buyer to make a claim under this Assured Scheme.

## 5 Scope and Limitations of the Assured Scheme

- 5.1 Exclusions and limitations of G3R’s liability in respect of the Assured Scheme are set out in Clause 8. The mechanical assessments contained within the Mechanical Reports are limited in their extent as described in this Clause 5.
- 5.2 The mechanical assessment in each case comprises an 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. G3R will not be obliged to assess all those aspects of a Vehicle which are listed on a Mechanical Report form.
- 5.3 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 the 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.
- 5.4 The brake test, first and reverse gears drive test and the clutch/auto drive take-up test are performed concurrently and involve selecting the first gear, moving off and coming to a halt within 15 metres and selecting reverse gear, moving off and coming to a halt within 15 metres.
- 5.5 Assessment of satellite navigation systems, air conditioning systems and in-car entertainment systems will 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 4.1, a tick mark and ‘PASS’ would indicate that the item in question does appear to receive power and a tick mark and ‘FAIL’ would indicate that it does not.
- 5.6 Without prejudice to the generality of clause 4.2, the mechanical assessments **DO NOT**:
- (a) include dismantling or disturbing any structure, assembly, component or internal mechanism;
  - (b) include an MOT test or a road test and (with particular reference to turbochargers and gearboxes) will not reveal faults that would only have become apparent during such tests;
  - (c) include an assessment or prediction of:
    - (i) oil, fuel or any fluid consumption;
    - (ii) the source of oil leaks;
    - (iii) the condition or type of brake lining materials;
    - (iv) the condition of brake fluid;
    - (v) the life expectancy of any structure, assembly or component;
    - (vi) 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 5.5);
    - (vii) the condition, functionality or performance of alarm systems;
    - (viii) the condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;
    - (ix) cylinder compression;
    - (x) the condition, functionality or performance of vehicle electrics and electronics;
    - (xi) the accuracy of in-car computer systems (for example, but in no way restricted to, computers used for route finding, fuel efficiency or otherwise);
    - (xii) exhaust emissions, other than noting observations as to excessive smoke;
    - (xiii) the condition, functionality or performance of catalytic converters;
    - (xiv) the condition, functionality or performance of LPG systems;



- (xv) the condition, functionality or 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 clause 5.5);
  - (xvi) non-standard accessories as a result of personal modifications or otherwise;
  - (xvii) the condition, functionality or performance of key fobs or remote-control devices; and
  - (xviii) the condition, functionality or performance of propulsion batteries in hybrid vehicles;
- (d) include an assessment of whether, or a guarantee that:
- (i) the passenger or luggage components are watertight;
  - (ii) 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;
  - (iii) the Vehicle would pass an MOT test;
  - (iv) 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’s service history;
- (e) provide for the inspection of any parts/items that are not reasonably visible or accessible at the time the mechanical assessment is carried out; or
- (f) include a check for any recall notices.
- 5.7 Non-running vehicles are excluded from the Assured Scheme.
- 5.8 Vehicles purchased and moved to outside the Territory are excluded from the Assured Scheme.
- 6.1 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/she must provide G3R with written notification of the claim, which written notification must describe the alleged inaccuracy in sufficient detail to allow G3R to investigate and must be received by G3R as soon as reasonably practicable after the sale and in any event within the time and mileage limits set out in clause 6.2.
- 6.2 Without prejudice to clause 6.3 a Buyer wishing to make a claim pursuant to clause 6.1 must provide G3R with written notification of the alleged inaccuracy within the following time and mileage limits, and whichever of these occurs sooner of:
- (a) within 48 hours of the Vehicle leaving G3R’s premises or 96 hours of 8.00 pm of the day the Vehicle was sold, whichever is sooner; and
  - (b) before the Vehicle has completed more than 250 driven miles since the fall of the Auctioneer’s hammer.
- 6.3 In the case of a Vehicle in respect of which any aspect other than the satellite navigation, air conditioning system, in-car entertainment, central locking or electric hood or sun roof has been described in the Mechanical Report as a tick mark and ‘FAIL’, G3R 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 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 clause 6.2, a Buyer wishing to make a claim pursuant to clause 6.1 must:
- (a) ensure the Vehicle remains in the Territory;
  - (b) make the Vehicle available for inspection at a suitable location reasonably acceptable to the independent vehicle inspector arranged by G3R pursuant to clause 6.5;
  - (c) preserve the condition of the Vehicle, which will include:
    - (i) 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

**6 Claims Procedure**



hood or sunroof has been described in the Mechanical Report as a tick mark and 'FAIL', refraining from attempting to move the Vehicle under its own power before it has been inspected by the independent vehicle inspector arranged by G3R pursuant to clause 6.5; or

- (ii) 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 the independent vehicle inspector arranged by G3R pursuant to clause 6.5; and

- (d) 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 the independent vehicle inspector arranged by G3R pursuant to clause 6.5.

6.5 On receipt of written notification of a claim pursuant to clause 6.1 and in accordance with clauses 6.2 and 6.3 G3R will procure that an independent vehicle inspector contacts the Buyer to arrange for the Vehicle to be inspected.

## 7 Remedies

7.1 In the event that the independent vehicle inspector arranged by G3R pursuant to clause 6.5 confirms the description given in the Mechanical Report of the condition or functionality of the aspect or aspects of the 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 and at G3R's discretion:

- (a) G3R will pay the Buyer a sum equivalent to the cost of repairing the Vehicle at a repairer nominated by G3R; or
- (b) G3R will agree a suitable credit to be set-off against future purchases against one or more vehicles in relation to the Buyer's fees and/or G3R Assured credits only; or
- (c) The Buyer will arrange at their own cost for the Vehicle to be returned to G3R premises and for the Buyer to be reimbursed the full sum invoiced

in respect of the Vehicle less the charged levied under the Assured Scheme.

## 8 Exclusion and Limitation of Liability

8.1 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 a tick mark and 'FAIL', then G3R will have no liability in respect of any claim(s) made in respect of:

- (a) any warning lights relating to those items, or
- (b) 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 and properly be supposed to have been presaged by the item(s) identified as requiring some attention or requiring attention.

8.2 In circumstances where one or more of the items listed in the 'Interior Checks' section of a Mechanical Report is described as a tick mark and 'FAIL', then G3R will have no liability in respect of any claim(s) made in respect of any of the items listed in the 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 and properly be supposed to have been presaged by the item(s) identified in the 'Interior Checks' section as requiring some attention or requiring attention.

8.3 G3R will have no liability in respect of any claim(s) made where in the opinion of independent vehicle inspector arranged by G3R pursuant to clause 6.5:

- (a) 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;
- (b) 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 G3R's express authority; or
- (c) 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;
- (d) the defect arose while in the Buyer's custody and control and was the consequence of a defect noted as requiring attention on the Mechanical

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.



8.4 G3R will 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.

8.5 Subject always to clause 8.6:

(a) the remedies described in clause 7 will be a Buyer's sole remedy against G3R in respect of a claim pursuant to clause 6.1;

(b) G3R will not be liable to a Buyer who has not complied with the conditions set out in clause 6; and

(c) G3R will 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 inconsequential loss.

8.6 Nothing in these Assured Scheme T&Cs will limit G3R's liability for:

(a) death or personal injury arising from our negligence or fraud; or

(b) for fraudulent misrepresentation.

## **9 General**

9.1 If any part of these Assured Scheme T&Cs is held by a court or other authority of competent jurisdiction to be unenforceable, the validity of the remainder will not be affected

9.2 These Assured Scheme T&Cs are enforceable only by G3R 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.

9.2 These Assured Scheme T&Cs will be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with these Assured Scheme T&Cs.