



RAC Inspections

Terms and conditions

Definitions

In these terms, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means this Agreement comprising of these Terms.

"Inspection" means the inspection of the vehicle that You have instructed Us to carry out and other related services and the "Inspector" is the examiner undertaking the Inspection.

"Report" means the written report produced by Us as part of the Inspection.

"Terms" means these terms to which the Inspection and other related services is subject.

"We/Our/Us" means RAC Motoring Services. Registered in England No 01424399. Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

"You" means the RAC customer who books an RAC vehicle inspection (which may consist of a: Basic, Comprehensive, Advanced, Prestige, Post-Purchase, Post-Accident, Fair Wear and Tear, and Unit and Component Inspections, as the case may be).

These Terms and Conditions should be read in conjunction with the Inspection You have purchased.

The Inspection

We will carry out a visual, external inspection of Your vehicle and provide a Report of Our findings to You.

The number of checks we perform will depend on the make and model, and the type of Inspection You have booked.

If a road test is included, We will conduct a road test of up to 3 miles for a Basic Inspection. Up to 10 miles for a Comprehensive Inspection and up to 20 miles for an Advanced Inspection.

Our Obligations

Our staff and contractors will:

- Use reasonable care and skill when providing the vehicle Inspection service.
- Carry out the Inspection within a reasonable time of receiving your booking and payment. Any dates discussed with You for the carrying out of the vehicle Inspection and production of our Report will be estimated dates only and not a guarantee of such dates.
- Carry out a road test of the vehicle, if applicable, within the immediate area and its local speed limits.
- Provide You with the Report by email. On rare occasions an email can get delayed, missed or sent to a junk folder, therefore You are responsible for taking any steps necessary to ensure the receipt of Our email and checking your junk folder. On request, we will provide You with a hard copy of the Report by first class post. We shall not be liable for any delay in delivery of the Report resulting from matters beyond our control, including postal strike, delays or loss of the Report by third parties. In the event that You have not received your Report You must notify Us as soon as possible in order that we can resend this to You.
- If a verbal report is included as part of your Inspection We will use reasonable endeavours to give the verbal report to You before 7.00pm on the day of the Inspection. In the event of any discrepancy between the content of Our Report and any verbal report, the Report will prevail.

Your Obligations

- Co-operate fully with Us and provide all information reasonably required.
- At the time of the booking notify Us if the vehicle is a convertible, over 10 years old, has more than 120,000 miles on the clock, a prestige/classic or high performance vehicle, or a modified or non-standard vehicle, imported vehicle, a vehicle with more than 5 seats, or a 4x4.
- Present the vehicle in an un-laden, reasonably clean, roadworthy and driveable condition at the address provided at the time of the booking.
- Ensure that there is made available to Us all facilities reasonably required by us to perform the Inspection, in particular that the vehicle is located on a hard level surface (not on a public highway) so that We can walk around the vehicle with the doors open. For the best results provide Us with the use of a hoist or pit. If neither is available We will use a jack but the Inspection may be restricted. Classic, high performance, prestige and vehicles over 15 years old will require the use of a hoist or pit at all times. If We are required to use a ramp to enable Us to carry out the Inspection, We reserve the right to pass any additional charge on to You.
- Ensure that the keys, DVLA registration document, MOT certificate (where applicable) and service documents for the vehicle are available for Our inspection.
- Ensure that the vehicle has sufficient fuel and oil, a current MOT certificate (where required), a current vehicle excise licence to enable Us to road test the vehicle.
- Obtain all necessary permissions, licenses and consents (such as notifying and agreeing with the vendor the date and location of Our visit) that may be required to enable Us to perform the Inspection, the cost of which (if any) shall be your sole responsibility.
- In respect of the Advanced service You must ensure you have obtained the vendors permission for the diagnostic check of the engine control unit (ECU) to take place.
- Where you have purchased the Advanced service, ensure in advance that We will have access to the on-board diagnostic socket in order to perform a ECU diagnostic check and be able to access the brake fluid to remove a sample.
- In respect of the Oil Analysis add on service, You must ensure you have obtained the vendors permission for Us to remove and retain an oil sample (prior to the inspection taking place).

Failure to meet these obligations may mean that the Inspection cannot be carried out in full or in part on the date booked and We reserve the right to charge the full fee.

Limitations & Exclusions of the Inspection and Report

Latent Defects

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 the 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.

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.

We cannot accept liability for defects not reasonably apparent in vehicles which are over 10 years old or 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 are more prone than usual to latent defects.

Oil Sample

Engine wear patterns can only be accurately ascertained using regular monitoring over time. An engine's use, age and maintenance may also affect the sample readings. The sample of oil evaluated can only be assessed in isolation and advice will be specific on the current condition of the oil tested. The findings will be emailed to You within 3 – 5 working days of the sample being taken.

Brake Fluid

The Inspection does not include a brake fluid change, and therefore is not a substitute for regular maintenance. The brake fluid check will provide information about the moisture absorption which can affect fluid properties, but will not confirm the grade of fluid or other potential contamination.

Diagnostics

As part of the test We will read and report any fault codes identified, but We will not be liable for any fault codes that appear following our assessment. A check of ECU diagnostic system may not reveal fault codes previously cleared prior to the vehicle inspection and these may not be recorded on the Report.

Photos

We will include up to 6 photos of the vehicle which includes, 4 external shots of the vehicle, 1 shot of the vehicle documents and 1 shot of the odometer.

Restrictions

An Inspection can only be provided during daylight hours in good weather conditions. Poor weather conditions or visibility may mean the Inspection is restricted. The quality of image of any photos may be limited by inspection conditions or the environment. Images will only be captured where this adds value to the Report and shall be at the discretion of the Inspector.

Due to the visual nature of Our Inspection, it may not be possible to carry out all checks in all cases. Items which are not reasonably accessible will not be inspected. In such circumstances We will be under no obligation to inspect and/or report on the part/item in question and will mark the relevant section of the Report accordingly.

In the event that We are unable to carry out any element of the Inspection due to circumstances beyond Our reasonable control or because You have not carried out your obligations above, We will not refund any part of the Inspection fee. Provided that where We have been unable to carry out the entire Inspection and We reasonably consider, at Our sole discretion, that this was due to no fault on your part, We may offer to carry out the Inspection on an alternative date at no additional cost.

Some vehicles are built in a way which restricts Our Inspectors from undertaking an oil analysis test. If We are unable to provide this service on the day of the Inspection, for reasons that are not Your fault, we will provide You with a refund for the oil sample element of the Inspection.

Specific Exclusions

Your Inspection does not include:

- Stress or weight tests on any part of the vehicle including, without limit: seat fitting, belts, straps, grab rails, mountings, harness or adaptations, or their security.
- The examination of 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. You must arrange for this specialist inspection to be carried out by a competent person.
- The inspection of the internal fittings or the workings of the roof hatch of a campervan.
- The inspection of furnishings, fittings, equipment and electrical installations of a motorhome.
- Confirm whether body repairs have been completed to a vehicle manufacturer's exact specifications, including but not limited to the repair and/or replacement of ultra-high strength steels such as boron steel, alloy sections, structural and supporting members.

The Inspection will not:

- Cover any area or component where the use of diagnostic equipment is required for inspection.
 - Cover the inspection of vehicles over 3.5 tonnes gross vehicle weight.
 - Provide any indication of any faults which might have become apparent had the vehicle been driven in excess of the speed reached or distance travelled during a road test.
 - Give any guarantee of that all or any of the components of the vehicle are original components, or replacement components that have been manufactured by the manufacturer of the vehicle.
 - Guarantee that the vehicle would pass an MOT test.
 - Guarantee authenticity of the vehicle V5 Registration Document, the mileage, the MOT certificate, the Excise License, the Vehicle Identification Number (VIN), the Engine Number, the Registered Number or the vehicle service history.
- The Inspection is unable to:**
 - Confirm any manufacturer specific model specifications.
 - Simulate all required circumstances to check full functionality of automated systems such as 'Rain Sensitive Wipers, Automatic Dipping Headlamps, Collision Prevention' and other Intelligent Systems.
 - Check post build additions or modifications and after-market fitment of auxiliary items and systems.
 - Examine the full functionality of in car multimedia / entertainment, Satellite Navigation and Integrated Driver Convenience Management Systems.
 - Fully check the detailed operation of various vehicle technical systems and confirm that these systems are functioning fully to the manufacturers design specifications. For any system an Inspector is unable to confirm the detailed operation of, only an overall view and opinion on the general performance will be provided.

Other

We do not undertake to provide Expert Statements/ reports in contemplation of litigation. The Report that We prepare is for your use only and cannot be relied upon by or transferred to a third party. We consequently have no liability to any third party for the contents of the Report. You agree that You will make no representation to the contrary and that You will advise third parties accordingly.

Your Inspection does not replace manufacturer or other servicing or maintenance requirements or any legal checks such as, but not limited to the Lifting Operations and Lifting Equipment Regulations (LOLER) and MOT. Your vehicle will not be checked for compliance with any legislation such as, but not limited to, the Construction and Use Regulations, nor with the requirements of any government or advisory body, such as but not limited to the Disabled Persons Transport Advisory Committee.

We reserve the right not to carry out or to continue with a vehicle Inspection if anyone behaves in a threatening or abusive way to Our staff or contractors, or if the vehicle is situated in an unsafe or unsuitable position. In these circumstances, You will not be entitled to any refund.

Price and Payment

Payment for the Inspection must be made in full either by Debit Card or Credit Card at the time of booking the Inspection with Us. We shall send You a booking confirmation with a copy of these Terms for your reference.

You agree that, save as provided for in these Terms, the payment for the Inspection is non-refundable.

You agree to pay Us for the Inspection irrespective of any dispute or claim You may have with or against any third party.

Cancellation

You may cancel the Inspection up to 12pm on the working day before the Inspection.

In the event cancellation is not received before 12pm of the working day before the Inspection is scheduled then the full cost of the Inspection will be due and You will not be entitled to any refund.

If You wish to cancel, or for other enquiries, please telephone RAC Vehicle Inspections on 0330 159 0720 during the following hours:

- 9am–5pm Monday to Friday
- 9am–2pm Saturday

Please note we are not open on Sunday and Bank Holidays. To ensure service quality, telephone calls to and from Us may be monitored and recorded.

Privacy

All personal information supplied by You as part of the booking process will be protected and used in accordance with the terms of Our Privacy Policy.

Queries or Complaints

If You are dissatisfied with any aspect of your Inspection or the services provided to You by Us, please bring your complaint to Our attention as soon as possible.

If You have any dispute or query with Our Report, You agree to offer Us the right to re-inspect the vehicle (at Our own expense) before You undertake any repair or rectification work on the vehicle.

You agree not to remove any parts from, or carry out any repairs to the vehicle prior to Our re-inspection. We will not, under any circumstances, be responsible for the cost of any repairs carried out without Our previous agreement in writing.

We will write to You with a report of Our findings once We have concluded Our investigations into your complaint.

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 Customer Care Department, RAC Vehicle Inspections, RAC House, Brockhurst Crescent, Walsall WS5 4PN.

Limitation of Liability

We will only be responsible for any loss, damage or injury caused by Our negligent act or omission or wilful misconduct.

Except in respect of injury or death of any person, Our maximum aggregate liability to You shall not exceed Our charge to You for carrying out the Inspection.

Under no circumstances shall We be liable to You for loss of profits or other indirect or consequential loss arising from negligence or breach of contract.

For the avoidance of doubt nothing in these Terms shall affect your statutory rights as a consumer.

Force Majeure

We will not be liable for any delay or failure to carry out the Inspection service if We are prevented from doing so in circumstances beyond Our reasonable control including, without limitation, legal restrictions which prevent us attending the vehicle, industrial dispute, or severe weather conditions.

In such circumstances We shall be entitled to a reasonable extension of time for the performance of the Inspection.

Variations

We reserve the right to vary these Terms from time to time without notifying You.

Severability

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the validity of the remainder of the Agreement shall not be affected.

Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and shall be construed in accordance with the laws of England and Wales