

# Terms and Conditions

## Upton Vehicle Procurement

### 1. Introduction

1.1 These Terms and Conditions govern the provision of services by Upton Vehicle Procurement (“the Company”, “we”, “us”, “our”) to the client (“the Client”, “you”, “your”).

1.2 By engaging our services, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions in full.

---

### 2. Nature of Services

2.1 The Company provides vehicle sourcing, assessment, and advisory services based on visible inspection, available documentation, and known industry data at the time of assessment.

2.2 Our services include, but are not limited to:

- Advert and listing analysis
- Remote vehicle evaluation
- In person inspections
- Risk based recommendations

2.3 The Company does not sell vehicles and does not act as a dealer. We act solely as an independent advisor.

---

### 3. Limitation of Liability and Disclaimer

3.1 All assessments, reports, and recommendations provided by the Company are based solely on:

- The condition of the vehicle at the time of inspection or review
- Information made available by the seller or third parties
- Known industry data and common issues associated with the vehicle

3.2 The Company does not and cannot guarantee:

- The future reliability, performance, or condition of any vehicle
- The absence of latent, hidden, or developing defects
- The completeness or accuracy of third party information

3.3 Vehicles are complex mechanical systems subject to wear, degradation, and failure, which may occur without warning regardless of prior inspection or apparent condition.

3.4 To the fullest extent permitted by law, the Company shall not be liable for:

- Any mechanical, electrical, or structural failure occurring after assessment
- Any financial loss, repair cost, depreciation, or consequential loss arising from the purchase or ownership of a vehicle
- Any omission, misrepresentation, or inaccuracy in information supplied by third parties

3.5 All outputs are advisory in nature and do not constitute a guarantee, warranty, or certification of condition.

---

## **4. No Warranty and No Aftercare**

4.1 The Company does not provide any form of warranty, guarantee, or aftercare service in relation to any vehicle assessed, sourced, or recommended.

4.2 The Company shall have no obligation, responsibility, or liability for any issues arising after completion of the agreed service, including but not limited to:

- Mechanical or electrical failure
- Undiagnosed or latent defects
- Changes in vehicle condition following inspection

4.3 The Client acknowledges that no ongoing support, maintenance advice, or post purchase recourse is included within the scope of services unless explicitly agreed in writing.

---

## **5. Client Responsibility**

5.1 The Client acknowledges and agrees that:

- The decision to purchase a vehicle rests solely with the Client
- The Client assumes full responsibility for any purchase made
- The Client is responsible for satisfying themselves as to the suitability of any vehicle

5.2 The Company provides guidance only and does not make decisions on behalf of the Client.

5.3 By proceeding with any purchase, the Client accepts all associated risks, including mechanical failure, undisclosed defects, and financial loss.

---

## **6. Vehicle Availability and Report Substitution**

### **6.1 Bronze and Silver Packages**

6.1.1 Where a vehicle becomes unavailable prior to delivery of the final report, including where it is sold, withdrawn, or otherwise inaccessible:

- The Company will provide an alternative assessment free of charge
- This is limited to a maximum of three replacement reports per Client engagement

6.1.2 Upon reaching this limit, any further work shall be chargeable at the prevailing rate.

---

### **6.2 Gold and Platinum Packages**

6.2.1 Where a vehicle becomes unavailable following completion of an in person inspection:

- The Company will use reasonable endeavours to identify alternative suitable vehicles
- This service will be provided in accordance with the scope of the Silver package

6.2.2 Where the Client proceeds with a vehicle identified through this subsequent sourcing process:

- The Company may, at its sole discretion, offer a discounted rate for a further Gold or Platinum inspection

6.2.3 Any such discount shall be determined by the Company and shall not constitute a contractual entitlement.

---

## **7. Scope and Inspection Limitations**

7.1 All inspections and assessments are non invasive unless expressly agreed otherwise in writing.

7.2 The Company does not dismantle components, perform intrusive testing, or carry out specialist diagnostics beyond the agreed scope.

7.3 The Company's findings are limited to what is reasonably observable under the conditions present at the time of inspection.

7.4 Certain defects may not be detectable without extended use, specialist equipment, or invasive procedures.

---

## **8. Inspection Conditions**

8.1 The quality and scope of any inspection is dependent upon factors outside the Company's control, including but not limited to:

- Seller cooperation and transparency
- Physical access to the vehicle
- Environmental conditions such as lighting and weather
- Time constraints imposed by third parties

8.2 The Company shall not be liable for any limitation in findings arising from restricted access or suboptimal inspection conditions.

---

## **9. Market Volatility and Financial Risk**

9.1 The Client acknowledges that vehicle values are subject to market fluctuations and external economic factors.

9.2 Any commentary or guidance provided in relation to value, desirability, or future resale potential is opinion based and cannot be guaranteed.

9.3 The Company shall not be liable for any depreciation, loss of value, or adverse market movement following the purchase of a vehicle.

---

## **10. Fees and Payment**

10.1 All fees are payable in advance unless otherwise agreed in writing.

10.2 Fees are non refundable once work has commenced, including research, analysis, or inspection activities.

10.3 Completion of agreed work constitutes fulfilment of the service, regardless of purchase outcome.

---

## **11. Independence and Conflict of Interest**

11.1 The Company operates independently and does not accept commissions, referral fees, or incentives from sellers or third parties.

11.2 All recommendations are made solely in the interests of the Client.

---

## **12. Use of Reports**

12.1 Reports are provided solely for the use of the Client.

12.2 Reports may not be shared or relied upon by third parties without prior written consent.

12.3 The Company accepts no liability to any third party.

---

## **13. Professional Standards and Limitations**

13.1 All assessments are opinion based and probabilistic in nature, informed by available evidence and professional judgement.

13.2 The Client acknowledges that risk cannot be eliminated when purchasing a used vehicle.

---

## **14. Force Majeure**

14.1 The Company shall not be liable for delays or failure to perform due to events beyond its reasonable control.

---

## **15. Governing Law**

15.1 These Terms and Conditions shall be governed by the laws of England and Wales.

15.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.