

Terms & Conditions

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General Report Terms

We provide all our services only on the basis that our client gives us all the necessary correct authority and information (including any documentation they wish to be considered when liability is to be determined) All instructions must be in writing preferably by Email to fully comply with our professional insurers requirements.

We reserve the right to charge an appropriate admin fee on any aborted or cancelled inspections without a minimum of 48hrs prior notice.

If the engineer feels the vehicle is unsafe or is placed in any compromising situations we reserve the right to abort the inspection and the full fee remains chargeable, you will be notified of such situation within the same working day of such occurrence.

We cannot be held responsible for any loss, damages, costs, claims or expenses which you may incur as a result of our delay in or failure to perform our obligations where such delay or failure is due to causes beyond our control. Causes beyond our control include fire, flood, earthquake, accident, civil disturbances, war, rationing or embargoes, strikes, labour problems, delays, or failure of performance of any supplier or subcontractor, acts of God and acts of Government.

Our services may include search reports or other special requested information services such as VCheck HPI, these are provided solely for the use of our client and shall not be used or relied upon by any other persons or third party.

All communication between us will be concluded in the English language and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

All our technical reports are based on the available evidence to the engineer at the time of inspection or based on their own experience with the same defects, our engineers will never physically dismantle a vehicle however can observe this action being undertaken if it is deemed beneficial to the opinion or liability decision. All Our technical reports are based on a balance of probability and opinion basis.

All our engineers and any third-party engineers whose services we utilise are all fully compliant and adhere to the Cpr35 rulings and guidelines. A copy of the guidelines can be found on the link below.

https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part35/pd_part35

Preliminary Reports

We have designed this concept to give our corporate clients speed and efficiency when making claims judgements.

The preliminary report will give our clients an indication of the full report outcome within hours of the physical inspection taking place. Along with key images to support this. Helping you meet your claim handling targets and efficiencies without waiting for the overall processing time associated when compiling a full report.

We aim to complete the engineers full detailed report on the failures noted at the time of the physical assessment within 24-72 hours based on report depth and what further evidence may be required to complete the full report process.

While we take every step to make the right decision every time errors may occur, or further evidence may be submitted changing our engineer's opinion. We therefore reserve the right to amend our initial decision at any time.

Desktop & Image only Reports

Our Desktop and Image only Reports are exactly that. A report compiled purely on the basis of the information and images provided to us. We will give our expert opinion on the likely cause of failure and/or a detailed description of damage and likely repairs being required based on individual client requirements.

Due to us not being able to physically examine the vehicle or inspect its components, we may not have been provided with the complete information or necessary evidence. Therefore, it should be noted and taken into consideration that we have compiled the report based solely on the information from the client and not the physical state of the vehicle or its components.

Additional Charges

Whilst we endeavour uphold giving all our clients, both private and corporate, the best service possible for the lowest cost, on some occasions we reserve the right to apply additional fees. In some circumstances, our original commitment may not be commercially viable for us to fulfil. This includes costs being incurred due to 3rd party contractor usage or unforeseen costs such as vehicle breakdown on road test as we have a duty to return the vehicle to the customer.

An additional fee may also be chargeable if we incur costs such as a vehicle being provided with insufficient fuel or if additional time is required to inspect or road test a vehicle due to circumstances or situations outside of our control, such as the vehicle being moved to a different location to the one agreed outside of a reasonable distance.

Territorial Coverage

We as a company physically cover Mainland UK only. We can on occasion and with prior agreement also facilitate inspections in both Northern Ireland and Republic of Ireland. Whilst this is not physically carried out by us, it is distributed to chosen and trusted partners from other organisations we deem fit to act on our behalf. As such additional costs may be incurred to make this commercially viable to all parties.

Any of our inspections outside the Mainland may carry a small surcharge at the Director's discretion. These inspections may also take up to 72hrs to be completed from initial booking. A preliminary report will still be given as soon as possible after the inspection has taken place if requested or agreed.

Pre-Purchase Inspections

Our service does not provide any specific fault diagnosis or include any dismantling of the vehicle or any of its components, nor does it replace the requirement of any mandatory Government obligations such as MOT testing. The inspection undertaken on your behalf by IVIS is in no way a guarantee or warranty as to the condition of the vehicle and cannot under any circumstances be used by the vendor to avoid responsibility imposed by law or under any after sales warranty issued by or on behalf of the vendor, in the event a fault arises with the vehicle this should be in the first instance immediately brought to the attention of the vendor.

The inspecting engineer can only identify defects which are reasonably capable of being found upon a visual external examination of the vehicle at the time of the inspection and also in accordance with the inspection conditions. i.e. bodywork examinations can never be guaranteed if we are presented with a soiled/dusty vehicle or under adverse/wet weather conditions.

We accept no responsibility for any latent defects. In particular on that vehicles over 5 years old and those which have a high mileage i.e. over 100,000 miles, or have been subjected to abnormal/off road use may have latent defects, serious internal, structural or mechanical defects and/or hidden corrosion which are not detectable

from external, visual assessment. Whilst such defects may in some circumstances give rise to a claim against the vehicle supplier, they fall outside the scope of our report and are accepted by you on this basis. Such vehicles may need more frequent repairs/servicing than more modern vehicles. Whilst every care has been taken to identify potential problems, these and other disadvantages in owning such a vehicle must be anticipated and accepted by the purchaser.

Our service cannot provide a guarantee that the passenger or luggage compartments are watertight nor does it provide any indication of any faults which might have become apparent had the vehicle been driven in excess of the speed reached or the distance travelled during any road test carried out during the service. The service does not give any guarantee that all or any of the components of the vehicle are original components or replacement components which have been manufactured by the manufacturer of the vehicle, nor does it guarantee that the vehicle would pass an MOT test. The service does not provide for the inspection of any parts and components or areas of the vehicle, which are not reasonably visible or accessible, including hollow components (such as suspension arms which may corrode internally).

We do not validate any service history presented to us advised to be for the inspected vehicle, the purchaser should always satisfy themselves in relation to any vehicle service or maintenance schedule and confirm if this has been upheld or conducted within manufacturer recommendations, we accept no responsibility for any misadvised or fraudulent service history we are led to believe is for the vehicle.

The costs of maintenance any maintenance required or recommended such as engine timing belt replacement should be budgeted for by the purchaser prior to committal to purchase from the vendor, we do not examine or confirm if any engine components have been replaced as and when advised by the manufacturer. It should be noted and anticipated that the life expectancy of exhaust systems, brake linings and clutches are uncertain and difficult to predict as these often depend largely on the driving style/technique of the operator and the type of use the vehicle has been and or will be subjected to.

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Vehicle Electrical/Accessory Systems

All equipment will be tested where possible. However, some equipment may not be testable depending on the ambient and general inspection conditions. Such as AC cannot be adequately tested in colder months and internal heating and heated window/seat functions are not always testable during warmer months. Options such as hill descent and selectable 4wd will be tested where possible. Options such as launch control speed and Rev limiters are never tested.

Many vehicles are fitted or equipped with automatic or computerised operating systems which may be controlled by microprocessors. These include engine management systems, fuel systems, ignition systems, air conditioning systems, lambda controlled systems, media/infotainment systems, amplifiers, alarm and immobiliser systems, GPS systems, active and self-levelling suspensions, gearboxes, turbochargers and superchargers, anti-lock braking systems, cruise control, four-wheel drive and electronic lockable differential units, traction control, catalytic exhaust systems, variable camshaft timing systems.

Within the defined scope of the inspection, it is not possible to check the detailed operation of these systems due to the many variations in features and operating modes. It is not possible for the inspector to confirm that these systems are fully functioning to the manufacturer's design specifications other than giving an overall view and opinion of their performance at the time of the inspection taking place, electrical faults can be intermittent and sporadic in nature therefore are only guaranteed to operate during the time of our inspection.

The Report

The inspector's written report will be sent via email unless otherwise requested. A copy can be posted for a small admin charge and postage costs. Any statement or advice given to you by the inspector verbally and not confirmed in the physical report cannot be relied upon by you. Neither we nor the inspector shall be liable for any such advice which is not confirmed in the physical report.

Whilst we will always endeavour to contact you in the first instance with a report outcome, we have a duty of care to inform the vendor of any safety or other related defects found that the inspector deems would render the vehicle un-roadworthy. You are strongly advised to discuss all the findings within the written report with the vendor PRIOR to making any decision to purchase the vehicle in any instance.

Inspection Conditions

We reserve the right to charge an appropriate admin fee on any aborted or cancelled inspection a without 48hrs prior notice. If the inspector feels the vehicle is unsafe or is placed in any compromising situation, we reserve the right to abort the inspection and the full fee remains chargeable.

Both buyer and seller are made fully aware of our pre inspection conditions we require to complete an inspection. We cannot be held liable if these conditions are accepted and are not met by either buyer or seller and in such instances, we reserve the right to charge the full inspection fee.

No guarantee of authenticity of the vehicle V5 Registration Document, the MOT certificate, the Excise Licence, the VIN Number, the Engine Number, the Registration Number, Mileage or the vehicle service history is provided. If the vehicle has an MOT certificate with less than 3 months before expiry, you are strongly advised to ensure that an MOT test is undertaken prior to purchase. Any HPI or data checking of vehicles is completed by a third party and as such any errors on the HPI findings should be taken up with the third party themselves. We cannot accept liability for errors with the HPI or data checking service.

Complaints

Any query's or complaints must be submitted within 24hrs of vehicle collection. We reserve the right to allow our engineers up to 5 working days to respond to query's however, in most instances we can do so within 24hrs. In some cases, we may require the vehicle to be re-inspected by another internal engineer prior to any liability decisions. Repairs must not be undertaken, or any parts replaced on any vehicle which is the subject of a complaint before we are given the opportunity to re-inspect the vehicle.

We will not, under any circumstances, be responsible for the cost of any repairs carried out without our previous agreement in writing. Should emergency repairs be required to make safe any vehicle which is to be the subject of a complaint to us then you must ensure that a complaint is made to us immediately afterwards and that any faulty or worn parts which may have needed to be replaced are retained for physical re-examination by us IVIS.

Force Majeure

We are not responsible for any loss, damages, costs, claims or expenses which you may incur as a result of our delay in or failure to perform our obligations where such delay or failure is due to causes beyond our control. Causes beyond our control include: fire, flood, earthquake, accident, civil disturbances, war, rationing or embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God and acts of Government.

Assignment

You shall not assign, subcontract, or otherwise transfer your rights and/or obligations under this Agreement without our prior written consent.

We will only assign or otherwise transfer the whole or a portion of our rights, duties, or obligations under this agreement with your consent. The inspection of the vehicle will be carried out by one of our independent Engineers.

Governing Law

This agreement is governed by the laws of England and any disagreement or claim will be settled by the courts of England, Scotland, or Northern Ireland according to your normal place of residence.

Tracking devices/vehicle telematics

The addition of any tracking/black box equipment must be disclosed to us prior to a vehicle being road tested. If this is not disclosed, we accept no responsibility for any penalty or policy cancellations you may suffer as a consequence of any examination we undertake.

We reserve the right to fully or partially disable any video or other tracking/telematic monitoring equipment fitted to vehicles if we are to undertake any extended road testing whereby our engineer will use your/your clients vehicle as their own for an agreed period of time in an attempt to replicate any intermittent or reported defects that have being unable to be replicated under normal testing. This is to maintain GDPR and protect the privacy of our other clients and engineers.

We will liaise with tracking companies or insurance companies in relation to this prior to the vehicle being accepted for such testing, if this is a self-fitted/monitored device this must be removed prior to the vehicle being accepted. Whilst in our care your/your client's vehicle is fully covered by our own insurance. Separate terms for this available upon request.

Report queries procedure.

Queries in relation to our reports should be submitted in writing to:

Admin@i-vis.co.uk.

All queries and complaints will be dealt with sympathetically and professionally and we will work with you to reach a satisfactory conclusion for all involved party's wherever possible, we aim to resolve any queries in a timely manner, however, in some instances this may take up to 7 working days, We reserve the right to take legal action against any public or online slander relating to our company or engineers personality without being given the opportunity to first reach a satisfactory or factual conclusion.

Account terms.

Our standard corporate terms are 30 days unless agreed in writing specifically by the directors. Our individual terms are payment in advance or at the time of service delivery via bacs transfer. We do not take cash payments for any of our products or services under any circumstance. We reserve the right to pass on any debt to a third-party collection agent and take any court action necessary to recover any losses.

By contacting us or using any of our services, you agree in full, without objection, to these Terms and Conditions.

We reserve the right to change our standard terms at any time, all our clients would be made aware of any T&C updates by email.

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