

Privacy Information

The personal information you have provided in this form has been provided to allow VCA to process your application. Details of how this data will be handled, stored and used can be found in our "[Privacy Notice](#)" (please follow the link). If you are not completing this form electronically and would like us to send you a hard copy of the Notice, then please contact the Data Protection Manager, VCA, 1 The Eastgate Office Centre, Eastgate Road, Bristol BS5 6XX and we will be pleased to send you a copy.

TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCT CERTIFICATION SERVICES

Application for Work

All applications for work from customers must be made in writing on the VCA application form, available from VCA <http://www.dft.gov.uk/vca/additional/files/vehicle-type-approval/related-information/customer-application.pdf>. Customers new to VCA must complete the above VCA application form, in order to establish a customer record and financial clearance. Existing customers must complete the VCA job number request form only. Submission of the application will be deemed to mean agreement to these terms and conditions by the customer. Application for type approval may be made either by the manufacturer or by a representative appointed by the manufacturer. The manufacturer must notify VCA of such an appointment in writing.

Worst Casing and Variant Selection

VCA will endeavor to choose the "worst case" test sample for test i.e. the specification from a range of specifications that will exhibit the worst performance. If the worst case meets the required performance then the range of specifications will be approved based on that one test. Worst casing is entirely at VCA discretion. The worst case agreement will be documented and will form part of the agreement to work.

VCA will choose a variant from a range of variants for whole vehicle inspection on which to base approval of the whole vehicle type. Variant selection is entirely at VCA discretion. The variant selection agreement will be documented and form part of the agreement to work.

Test and inspection Facilities

All test facilities at which VCA is required to witness tests or inspections will be subject to a facility appraisal by VCA prior to commencement of testing. VCA reserves the right to refuse to test or inspect at facilities that do not meet appropriate requirements, including VCA health and safety risk assessment requirements. Further information on facility appraisal requirements is available from VCA.

Test witnessing

VCA must witness or carry out all tests and inspections for approvals or reports that VCA is to issue. Acceptance of manufacturer or other test reports that have not been witnessed by VCA will be considered only by prior arrangement, and entirely at VCA discretion, in order to assist worst case decisions, where minor changes to existing approvals are required, or where the technical standard specifically permits unwitnessed tests.

Submission of Manufacturer Information Documents

Manufacturer Information documents, describing the product to be approved in the required format, must be submitted to VCA prior to test or inspection. VCA reserves the right to refuse to proceed with the test or inspection if this is not done. Information on the required format is available from VCA.

Alterations to Approved Specification

Once a product has been approved by VCA, the specification of that product embodied in the approval documentation cannot be altered without re-approval by VCA. VCA must be notified of any deviation from that specification that the manufacturer wishes to implement and will consider whether retesting is necessary in order to approve the deviations. If VCA is not notified then the deviations will not be covered by the approval.

Interpretations and advice

VCA interpretations and advice on type approval issues will be applicable only to approvals issued by VCA. VCA makes no commitment to VCA advice or interpretations being applicable to approvals issued by other Member State Approval Authorities. In offering advice on draft legislation, VCA will not be liable for the effects of subsequent changes to that draft legislation. In interpreting the law, advice given by VCA can be seen only as VCA's opinion. Interpretation of the law in Great Britain is the prerogative of the Courts.

Liability

If the customer fails to satisfy any VCA requirements either prior to test or inspection such that VCA cannot proceed, or otherwise such that VCA cannot issue the required approval, report, or other documents, then VCA will not be liable for any costs caused to the manufacturer. The manufacturer will be liable for VCA costs. In the case of the customer cancelling the contract, the customer will be liable for any VCA costs incurred to date General liability falling to VCA through any fault or error in the service provided by VCA shall be limited to the monetary value of the contract for that service.

Dates agreed for completion of contracts are given in good faith but VCA accepts no liability for late delivery no matter what the cause.

Insurance

VCA and its staff are covered by Crown Indemnity for the actions of VCA staff. VCA and the Crown accept no liability for the actions of non-VCA staff. Where VCA staff are required to attend or be within facilities or vehicles operated by customer staff, the customer must provide evidence of adequate motor and public liability insurance.

Fees

VCA fees will be charged in accordance with VCA's established fee schedules, based on time charges and/or fixed rates, dependent upon the service provided. The charging rate will be established in advance of work commencing. The fee may be agreed as a fixed contract price in advance of work commencing but, in that case, VCA reserves the right to amend the contract price to take into account any additional work that was not included in the contract work specification.

Payment of Fees

Customers known to VCA will be invoiced on completion of the work (usually after issue of the approval certificate). Customers not known to VCA will be subject to credit checking and may be required to pay estimated fees in advance of work commencing. Payment will be required within 30 days of invoicing. Should invoices remain unpaid, VCA reserves the right to refuse to undertake further work until payment is received, including payment in advance for further work.

Ownership

All approvals, reports or other documentation issued by VCA shall be regarded as owned by VCA.

Confidentiality

All information provided to VCA by the customer relating to an approval or other work will be regarded by as secret processes, designs and information of a technical nature, which necessitate a high degree of confidentiality. Both the customer and VCA acknowledge that disclosure of that information may prejudice the commercial interests of the customer and of VCA, such that both the customer and VCA are obliged to maintain that confidentiality.

However, once an approval has been issued, VCA will make available approval documentation and information, on request and without reference to the manufacturer or his representative, to the United Kingdom Department for Transport, other UK government Departments, the Police, Courts and other official enforcement bodies in the United Kingdom, and to other Approval Authorities and relevant official bodies in other countries, and to others as required by law or any professional or regulatory obligation.

If approvals are transferred to a new manufacturer from the declared manufacturer, VCA will require written confirmation of the transfer from a Solicitor, Liquidator, or Official Receiver before VCA will discuss the approval with the new manufacturer.

Use of the VCA Name

The VCA name or logo must not be used without the written permission of VCA

Application in Law

VCA is an executive agency of the United Kingdom Department for Transport appointed by the Secretary of State for Transport. Hence, in the context of applicable Regulations, the Department for Transport and the Secretary of State for Transport shall be taken to include VCA.

Fees charged by VCA are governed by The Motor Vehicles (Type Approval and Approval Marks) (Fees) Regulations 1999 (S.I. 1999 No. 2149) as amended by The Motor Vehicles (Type Approval and Approval Marks) (Fees) (Amendment) Regulations 1999 (S.I. 2003 No. 2258), and by other specific Regulations as are applicable. If there is any conflict between these terms and those Regulations then the Regulations shall prevail.

These terms and conditions shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

Conditions Relating to the Issue of GB, EC and ECE Type Approvals

Type Approvals are issued by VCA under the terms of the applicable statutory Regulations and of EC Directives and ECE Regulations (under the terms of the United Nations Agreement of 1995) referenced therein:

- The Motor Vehicles (Designation of Approval Marks) Regulations 1979 as amended;
- The Motor Vehicles (Type Approval) Regulations 1980 as amended;
- The Motor Vehicles (Type Approval for Goods Vehicles) (Great Britain) Regulations 1982 as amended;
- The Motor Vehicles (Type Approval) (Great Britain) Regulations 1984 as amended;
- The Agricultural or Forestry Tractor and Tractor Components (Type Approval) Regulations 1988 as amended;
- The Motor Vehicles (EC Type Approval) Regulations 1998 as amended;
- The Motor Cycles Etc. (EC Type Approval) Regulations 1999 as amended;
- The Non-Road Mobile Machinery (Emission of Gaseous and Particulate Matter) Regulations 1999 as amended.

In particular (but not to the exclusion of other requirements):

1. Conditions

1.1 An Approval may be withdrawn at any time and while held is subject to the following conditions.

2. Conditions for Motor Vehicle Parts

2.1 The holder of the approval shall put the approval mark described in the Motor Vehicles (Designation of Approval Marks) Regulations 1979 as amended only on Motor Vehicle Parts that:

- a. have been manufactured, assembled or completed in factories under his control and
- b. conform in all material respects with the samples, which were tested before this approval was issued.

2.2 The holder of the approval shall mark his products in the manner set out in the relevant Regulation/Directive as given in the Motor Vehicles (Designation of Approval Marks) Regulations 1979 as amended together with:

- a. the approval number allocated by the Secretary of State for Transport.
- b. his name or trademark
- c. any other markings specified in the appropriate international Regulation

2.3 The holder of the approval shall be prepared at any time to satisfy Department for Transport officials or agents of the Department, that the quality of the part being produced and marked or intended to be by him with the approval marking conforms in all material respects with that of the samples tested as the International Regulation requires.

2.4 The holder of the approval undertakes to admit duly authorised officials or agents of the Department at all reasonable times to any premises in which parts marked or intended to be marked are being manufactured, assembled or stored and to permit any such official or agent to inspect parts and all records relating to them and their production processes.

2.5 The approval may be suspended or withdrawn by the Secretary of State for Transport at any time without any particular length of notice being given and in the event of that being done the holder will absolve the Secretary of State from any claim for damages or compensation.

3. Conditions for Motor Vehicles

3.1 The holder of the approval shall put the approval mark described in the Motor Vehicles (Designation of Approval Marks) Regulation 1979 as amended only on Motor Vehicles fitted with Motor Vehicle parts which Motor Vehicles as fitted with such parts conform with the type of Motor Vehicle approved by as on behalf of the Secretary of State for Transport and only on Motor Vehicles that:

- a. have been manufactured, assembled or completed in factories under his control and
- b. conform in all material respects with the type of Motor Vehicle, which was tested before an approval certificate was issued.

3.2 The holder of the approval shall mark motor vehicles of the type approved. In the matter set out in the relevant Regulation/Directive using the authorised approval mark as given in the Motor Vehicles (Designation of Approval Marks) Regulation 1979 as amended together with the approval number allocated by the Secretary of State for Transport.

3.3 The holder of the approval shall mark Motor Vehicles of the type approved in the manner set out in the relevant Regulation annexed to the United Nations agreement of 1958 as amended using the authorised approval mark which comprises a capital letter E followed by the number 11 within a circle together with the approval number allocated by the Secretary of State for Transport.

3.4 The holder of the approval shall be prepared at any time to satisfy Department for Transport officials or agents of the Department that Motor Vehicles of the type approved which have been produced and marked or that are intended to be marked by him conform in all material respects with the type of vehicle approved.

3.5 The holder of the approval undertakes to admit duly authorised officials or agents of the Department at all reasonable times to any premises in which the Motor Vehicles of the type approved which have been or are intended to be marked are manufactured, assembled or stored and to permit any such official or agent to inspect the Motor Vehicles and all records relating to them and their production processes.

3.6 The approval may be suspended or withdrawn by the Secretary of State for Transport at any time without any particular length of notice given and in the event of that being done the holder will absolve the Secretary of State from any claim for damages or compensation.