

# General Terms and Conditions

## Service Contract

Please read these terms and conditions carefully before purchasing any of our Services from our Website. You should understand that by purchasing any of our Services, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to purchase any Services from our Website.

## 1. Definitions & Interpretations

1.1 In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

"We", "Us", "Our" means we, the [www.snapcc.co.uk](http://www.snapcc.co.uk);

"You", "Your" means you, the user of this Website;

"Service(s)" means the service provided to you by us, which is finding an alternative driving test date according to the criteria you have provided on our Website;

"Service Fee" means the charges for the provision of our Service as set out in these terms and conditions;

"Driving Test" means the existing practical driving test booking you currently have with DSA;

"Earliest Possible Date" means the earliest possible date you want us to change your driving test to;

"Latest Possible Date" means the latest possible date you want us to change your driving test to;

"Target Driving Test"; is any driving test date from "Earliest Possible Date" to "Latest Possible Date"

"Short Notice Test" means a driving test that once booked you do not have the opportunity to change or cancel without losing the booking fee.

"Additional Booking Fee" means the charges for the additional booking fee due to DVSA for changing a Standard Test to an Overtime Test.

"Standard Test" means a driving test which is a weekday test (excluding bank holidays) between the hours of 07:00 to 16:29.

"Overtime Test" means a driving test which is a weekday test from the hours of 16:30 onwards, anytime on bank holidays and weekends.

"Website" means our website at [snapcc.co.uk](http://snapcc.co.uk)

## **2. Fulfilment**

2.1 Your order will be fulfilled automatically as soon as we have received confirmation of successful payment through PayPal.

2.2 There will be no fulfilment until cleared funds have been received.

## **3. Service**

3.1 By purchasing the Service from Our Website you consent Us to make changes to your Driving Test in accordance to the criteria provided by yourself.

3.2 The Service we provide is to find you an earlier driving test (Target Driving Test) than your current test.

3.3 Once we find your Target Driving Test then we will contact you by text message on the number you have provided to confirm if it is ok for us to complete the booking.

3.4 Upon booking your Driving Test you will usually be sent a confirmation email directly from 'DVSA' to the original email address used to make the actual booking. You will also get a text message from Us confirming the booking.

3.5 Once your Driving Test has been confirmed by you and booked the Service has been completed.

3.6 We do not hold any responsibility for any fees forfeited if you unable to attend your test that we have booked for any reason including;

- a)DVSA cancelling the test,
- b)Your instructor not being able to take you to the test,
- c)You are unable to attend for any other personal reason.

## **4. Money-back guarantee**

4.1 We offer a full money back guarantee if we have not been able to find you an alternative date as specified in your criteria. The Service terminates when a refund is issued.

4.2 You may request a refund from us (by e-mail) no more than 28 days after your purchase date. Requests received outside of the stated timeframe will be declined.

4.3 Your right to a refund under this guarantee ends when an alternative test date is found and booked by us.

## **5. Cancellation**

5.1 Except as outlined in section 4 you will not have the right to cancel your Contract once payment has been made to us.

5.2 The Service will commence as soon as we receive confirmation of your successful payment. Your right to cancel within the seven-day cancellation period as defined by the Distance Selling Regulations 2000 ends once the Service commences.

## **6. Price and payment**

6.1 The price of any Services will be as quoted on our site, except in cases of obvious error.

6.2 Prices are liable to change at any time, but changes will not affect orders where service has already commenced.

6.3 Your credit/debit card details will be handled securely by PayPal to minimise the possibility of unauthorised access or disclosure. We do not handle your credit/debit card details. Authority for payment must be given at the time of order. If you are not the registered cardholder you must make sure you have permission to use the card. If there is a problem taking payment for all or part of your order, we may contact you by telephone or e-mail.

## **7. Our liability**

7.1 We warrant to you that any Service purchased from us through our site is fit for purpose.

7.2 Our liability for losses you suffer as a result of us breaching this agreement is strictly limited to the purchase price of the Service you purchased.

7.3 This does not include or limit in any way our liability:

7.3.1 for death or personal injury caused by our negligence;

7.3.2 under section 2(3) of the Consumer Protection Act 1987;

7.3.3 for fraud or fraudulent misrepresentation;

7.3.4 for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us; or

7.3.5 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7.4 We are not responsible for any indirect or consequential losses which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of this Contract by us that would entitle you to terminate the Contract between us, including but not limited to:

7.4.1 loss of income or revenue;

7.4.2 loss of business;

7.4.3 loss of profits or contracts;

7.4.4 loss of anticipated savings;

7.4.5 loss of data.

## **8. Data Protection**

8.1 Except as expressly set out in these terms and conditions, all use of your personal information will be made in accordance with our privacy policy

8.2 By registering any of your personal details with us, you are agreeing to allow us to contact you regarding any of our own products or services. We may pass your personal details to the Driver & Vehicle Standards Agency (DVSA) in order to provide our Service to you. We will not pass your details to any other third party unless otherwise indicated to by you.

## **9. Written communications**

9.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **10. Notices**

10.1 All notices given by you to us must be given to our EMAIL ADDRESS. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **11. Transfer of rights and obligations**

11.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

11.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **12. Events outside our control**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

12.2.1 strikes, lock-outs or other industrial action;

12.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

12.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

12.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

12.2.5 impossibility of the use of public or private telecommunications networks;

12.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **13. Waiver**

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

### **14. Severability**

14.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **15. Entire agreement**

15.1 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

### **16. Our right to vary these terms and conditions**

16.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

16.2 You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be

made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the services).

## **17. Law and jurisdiction**

17.1 Contracts for the purchase of services through our site 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) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

[www.snapcc.co.uk](http://www.snapcc.co.uk)