



MOT JUICE

MOT Juice Terms & Conditions

Please read these Terms and Conditions carefully. These Terms and Conditions (along with any documents referred to in them, and content on all web real estate owned and operated by MOT Juice Ltd) govern your use of our website, its related sites and sites representing our client, services, applications, and tools (at www.motjuice.co.uk) to include but not be limited to, the domains: .motlocal.co.uk; .motcheap.co.uk and .mottoday.co.uk; plus any domains used for the purpose of promotion of local garages via the MOT Juice system. By using the MOT Juice systems you confirm that you accept these Terms of Use and that you agree to abide by them.

The MOT Juice systems are operated by MOT Juice Ltd, which is a company registered in England and Wales under the company number 08893697. The registered MOT Juice office is at CCM Gatwick, Rusper Road, Crawley, West Sussex, RH11 0LQ.

Definitions

In these Terms and Conditions:

“Client” and/or “Garage” means the garage or garage group be that a sole trader; partnership or limited company that subscribes to one or more services provided by MOT Juice.

“Customers” refers to the customer provided to the garage/client via the MOT Juice Portals and services.

“MOTJ” refers to MOT Juice as a company.

“Back office” refers to the web based control panel available to all garage clients via secure password access once registered.

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and their “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor typography rights and rights in designs).

“Services” refers to web product, systems and softwares built by MOT Juice and used by others.

“VAT” means value added tax in accordance with the provisions of the Value Added Tax act 1994.

“Portal” refers to the website (a product of MOTJ) used by customers to book MOT tests.

“LMOT” refers to a service powered and run by MOT Juice in which duplicate MOT certificates are provided to the public for the cost of £10 also known as Lost MOT Certificate.

“Exam” refers to the 45 minute annual assessment as required by the DVSA.



MOT JUICE

“CPD Training” refers to continued professional development training delivered on a monthly basis.

“Core Training” refers to the annual requirement of a total of 3 hours delivered on an annual/monthly basis depending on package.

General Terms and Conditions - Applicable to all

- 1.1 MOTJ shall provide the services to the Garage/Client in accordance with these Terms and Conditions.
- 1.2 You agree to abide by these Terms of Use when using MOTJ services.
- 1.3 You are solely responsible for checking and verifying the details of any information which is posted on any MOTJ website/portal that represents your business.
- 1.4 The client/customer is responsible for the checking of registration and payment method details are correct and services can be withheld if this information is incorrect.
- 1.5 All notices to MOTJ are to be given in writing via email, post or the back office. Likewise all notices provided by MOTJ will be made in writing via email, the back office or postal address provided during registration.
- 1.6 Notice will deemed to be given when an email or a back office notification has been received (or on the next business day if it is received on a weekend or a public holiday in the place of receipt), or after 2 working days after the date of posting.

Portal and/or VTS QA Client Terms and Conditions

2. MOTJs responsibilities to you the Garage Owner/Client

- 2.1
 - i) MOTJ will provide the monthly VTS tester training to your system on time providing the payments are cleared before the 1st of each month.
 - ii) MOTJ will provide the relevant curriculum years' core training to your system on time providing the payments are cleared before the 1st of each month.
- 2.2 Following registration, we will make certain services available to you. The services will include the ability to include details of your business in our directory. MOTJ will market directly to you a limited number of products or services that MOT Juice considers to be applicable to you.



MOT JUICE

- 2.3 If the garage/client has opted in for the Portal service, MOTJ will with all reasonable effort and skills provide customers to that garage/client by using our services to market that garage/client.
- 2.4 A client will automatically qualify for all new upgrades to the system. Notification of upgrades will be made via the back office facility and/or via email. From time to time subscription based upgrades will be available. These are not mandatory upgrades and can only be added with direct approval from/at the request of the client.
- 2.5 MOTJ will take every precaution to display the client details as accurately as possible to the best of their ability. If any errors or misleading information is supplied by MOTJ the client must advise MOTJ via the back office, email or post. It remains the obligations of the client to ensure their portal fairly and honestly represents the truth.

3. Your responsibilities as the Garage Owner/Client

- 3.1 You are solely responsible for checking and verifying the details of any information, which is posted on any MOTJ website/portal that represents your business.
- 3.2 You are able to modify any inaccuracies via the back office or contacting the MOTJ office in writing via email or post.
- 3.3 You are responsible for complying with all applicable laws and regulations in your dealings with customers and for the performance and quality of any work, which you agree to undertake for any customer.
- 3.4 You as the garage/client are responsible for your VTS testers completing their training on time. Failure to do so will mean that the module must be purchased again.
- 3.5 In the case of an MOT tester being away from the garage for a complete calendar month, it is the garages responsibility to notify MOTJ in writing by the 17th of the previous month, MOTJ will then arrange for the MOT tester to postpone their training until the following month (if the tester is due to be away for August, notification is required by the 17th of July). Failure to notify MOTJ in advance will mean that the missed module must be repurchased.
- 3.6 A client may not under any circumstances transfer or sell the portal/system to which they have subscribed to without the prior express written consent of MOTJ. MOTJ will charge a new subscription charge for any site transferred in the assumption that the site is sold, and this will be charged at the standard rate for the year.



MOT JUICE

3.7 The Garage Owner/Client is responsible for informing MOTJ of any sales calls received via the tracked phone number provided for the portal as soon as possible. MOTJ will remove/credit any fees for sales calls providing they have been informed.

4. Payments

4.1 In order to use the MOTJ services and benefit from the training and/or online portals, the client must become a member by paying the annual/monthly subscription fees as predefined by the garages subscription.

4.2 All payments to MOTJ must be made via PayPal. No clients will be accepted unless paying via PayPal.

4.3 The client must pay the charges within the period of 7 days following receipt of an invoice issued.

4.4 MOTJ have an inbuilt credit control system which notifies the client of any failed payments, the payment will be automatically re-requested after a period of 3 days. Failure to pay the invoice following the second request will result in the client losing access to the MOTJ system until payment has been received.

4.5 MOTJ reserve the right to market suspended/archived client portals to local potential clients.

4.6 If a client wishes to reinstate their portal after suspension, a reactivation fee will apply.

4.7 If the client payment method fails and/or the account is past due, we may collect fees owed using other collection mechanisms (this includes charging other payment methods on file with us, retaining collection agencies and legal counsel). The client will be subject to any late fees.

4.8 The client is responsible for the checking of registration and payment method details are correct and services can be withheld if this information is incorrect.

5. Charges/Fees

5.1 We offer various different types of packages to our customers. The facilities available to you and the amount you pay will depend on your membership. The package too have chosen will be shown in your back office.

5.2 All customers may upgrade their package for an extra charge, which we add to your monthly and/or annual fee. When paying monthly, this fee will be taken at the time of upgrade.



MOT JUICE

- 5.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to MOTJ. Unless otherwise stated all fees are quoted in POUND STERLING.
- 5.4 The types of product packages we offer are as follows:
- i) Exam only - provides your testers with the annual exam at £34.00 +VAT per tester.
 - ii) Training only - provides you with the Compulsory Training Modules at the monthly rate of £7.99 +VAT or annual rate of £60.75 +VAT per tester depending on your payment options.
 - iii) CPD only - provides you with the continual Professional Development modules at the monthly rate of £7.99 +VAT or annual rate of £60.75 +VAT per tester depending on your payment options.
 - iv) Essentials Bundle - includes either the Compulsory Training Modules **or** the CPD modules **and** the annual exam at the monthly rate of £6.99 +VAT or annual rate of £69.00 +VAT per tester.
 - v) Best Practice Bundle - includes both the Compulsory Training Modules and the CPD modules at the monthly rate of £9.99 +VAT or an annual rate of £105.00 +VAT.
 - vi) Full Compliancy Bundle - includes **both** the Compulsory Training Modules **and** the CPD modules and the annual exam at the monthly rate of £8.99 +VAT or an annual rate of £93.00 +VAT.
- 5.5 Each of the above packages comes with a 30-day free trial of our Compliancy Tools. After the 30 days the compliancy tools are automatically renewed at the price of £54.85 +VAT per annum. You can opt-out of the compliancy tools at any moment.
- 5.6 Fees may be liable to change with 1 calendar months written notification from MOTJ to the client via the back office and/or email.
- 5.7 Upon successful transfer/addition, the garage will be billed for adding a new tester on their annual subscription in order for the tester to gain access to all remaining training and/or exam materials required to get the tester compliant with the DVSA.
- 5.8 If the tester is being transferred from 1 garage to another and has previously completed some of



MOT JUICE

the current curriculum years training/exam, then you will only be billed the remaining required training/exam costs.

6. Security

- 6.1 Each client/garage/VTS tester registered will receive a username (“ID”) and password.
- 6.2 It is the users responsibility to ensure that all ID and passwords are kept confidential and not disclosed or shared with anyone.
- 6.3 The user is responsible for preventing the unauthorised use of their individual ID.
- 6.4 If there is believed to have been a breach of security such as the disclosure, theft or unauthorised use of a login ID, the client must notify MOTJ immediately.
- 6.5 MOTJ reserves the right to suspend access right to individual IDs if it is believed they are being misused or used by unauthorised personnel.
- 6.6 Accounts must never be shared. Each VTS tester must have their own account and complete their own training to allow for accurate results to be recorded.

7. Renewal

- 7.1 Renewal of the package is at the rate as set out by the package the garage has subscribed to. For reference see point 5.2.
- 7.2 Clients will be notified in advance of the annual and VTS tools renewal date and the date that the renewal fee will be deducted from their PayPal account.
- 7.3
 - i) By subscribing annually the client agrees that the subscription will renew automatically every year and the renewal fee will be automatically charged unless MOTJ are notified of with a minimum of 30 (thirty) days written notice prior to renewal.
 - ii) By subscribing monthly the client agrees that the subscription will renew automatically on the 24th (twenty-fourth) of every month and the renewal fee will be automatically charged unless MOTJ are notified of with a minimum of 28 (twenty-eight) days written notice prior to renewal.

8. Termination and Refunds



MOT JUICE

- 8.1 MOTJ may suspend or cancel and/or terminate access to the systems if the client is in breach of these Terms and Conditions.
- 8.2 The client may terminate the subscription at any time by providing written notice by the 17th of each month. If cancellation is received after the 17th of each month, the following months payment will be required and their final date of usage will be the last day of the following month. (For example if cancellation notification is received on the 18th of January, the payment due on the 24th of January will still be taken and the last day the system can be used will be the 28th (or 29th) of February. Likewise if notification is received on or before the 17th of January, the next payment will not be taken and the system will only be able to be used until the 31st of January.)
- 8.3 If cancellation is received prior to the expiration of the initial contract period you will remain liable for any and all costs due for the full term of the initial contract period.
- 8.4 Payments made for subscription fees are non-refundable irrespective of the number of customers sent to the client and whether or not work was conducted for the customers received via the MOTJ portal(s).
- 8.5 No refunds will be available for free trials properly renewed to paid services. No refunds will be available for free trials as no money is taken for a free trial.
- 8.6 Training modules purchased are non-refundable as they are delivered electronically and can only be ordered by agreement from the account holder.
- 8.7 Annual tester exams cannot be refunded once purchased and issued in our system. In the event that a refund is made (at the discretion of MOT Juice) then a refund administration fee of £30.00 per exam refunded will be charged regardless of whether the exam is expired or not.
- 8.8 Confirmation of cancellations will be provided via email.
- 8.9 Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
- 9. Effects of Termination**
- 9.1 MOTJ retains all MOT test reminder notification customer details (for customers created by MOTJ in your area and for your garage). Following cancellation MOTJ may market the available portal to local MOT test centres. Customers in the local area will receive MOT test reminders, suggesting they use the garage or our clients in their local area.



MOT JUICE

- 9.2 Usage of all MOTJ systems and/or software will no longer be accessible following termination.
- 9.3 The portal remains intellectual property of MOTJ and can be used after termination for other business purposes.
- 9.4 Any garage/client ceasing to use and/or renew an MOTJ account and/or portal must under no circumstances market to any previous clients introduced via the MOTJ services.

10. Reactivation

- 10.1 The client may reactivate their subscription by emailing the MOTJ office or signing back into their MOTJ back office and re-instating their payment method. A reactivation fee will be payable before the subscription is made active.
- 10.2 If a client wishes to reinstate their portal after suspension, a reactivation fee will apply.

11. Intellectual Property

- 11.1 Unless otherwise stated, the copyright, database rights and other intellectual property rights in the MOTJ system (including without limitation all content, materials and technology used or appearing in the system, or transmitted through it) belongs to MOT Juice Ltd and our licensors.
- 11.2 The contact details of a customer sent to a client remain property of MOTJ. The client by agreeing to these Terms and Conditions agrees to never aftermarket to a customer received through MOT Juice.
- 11.3 MOTJ will issue timely reminders to all customers of each unique client portal (providing that all supplied contact details remain correct). These reminders are designed to drive customers back to an existing client. MOTJ will not share this customer information/details with any other client/garage unless the original client has ceased to maintain an MOTJ portal.

12. Customer Feedback

- 12.1 By subscribing as a client/garage to MOTJ the client agrees that customers that have used the client/garage are able to provide feedback and MOTJ may provide a rating based on the feedback received.
- 12.2 MOTJ will not actively monitor, check or verify feedback which is posted. Accordingly the client agrees that MOTJ shall not have any responsibility responding to any feedback from a customer.



MOT JUICE

12.3 MOTJ will not usually become involved or intervene in complaints or disputes concerning feedback, although MOTJ reserves the right to do so in exceptional circumstances.

13. Notification of illegitimate customers

13.1 MOTJ undertakes measures to ensure that clients/garages are not contacted by sales persons, bloggers, spam emails or automated phone messaging via the portals provided. The back office system has functionality that allows the client/garage to notify MOTJ of any persons or companies that are using the MOTJ services to contact them.

13.2 Where notification is received by MOTJ, every effort will be undertaken to ban the offender from the entire MOTJ network, and MOTJ will credit any charged made for a customer referred. These will be credited to the clients MOTJ system account to be offset against future purchases.

Portal and/or LMOT Customer Terms and Conditions

14. MOTJs responsibilities to you the Portal Customer

14.1 MOTJ will make publicly available web portals via the World Wide Web, which allows customers to find and contact MOT Testing Stations in various locations across the United Kingdom.

14.2 MOTJ will endeavour to correctly represent these MOT Testing facilities and will take all reasonable care to ensure that the Garages we represent are trustworthy and capable of uninterrupted supply of the services via any MOT Juice web products.

14.3 By registering or submitting a booking request via the MOTJ portals, MOTJ will make certain services available, including sharing the contact details with the garage of your choice in the instances where they has been location specific.

14.4 Where the customer has requested MOTJ locate a suitable garage, this choice will be made at the companies discretion and MOTJ is permitted to share the customers contact details with that garage.

14.5 The information provided by LMOT is extracted directly from the DVSA. Whilst every attempt to deliver this is 10 minutes (as advertised), it is not always possible if the DVSA systems are down or unavailable when the certificate is requests. In these cases, LMOT will send the certificate as soon as possible. No refunds will be given in these circumstances.

15. Your responsibilities as the Portal/LMOT customer



MOT JUICE

- 15.1 By registering/making an MOT booking or requesting a duplicate MOT certificate the customer is agreeing to these terms and conditions and our Privacy Policy.
- 15.2 By submitting their email address and/or phone contact details the customer agrees to allow MOT Juice send timely reminders when their next MOT or Service is due.
- 15.3 The customer is responsible to update these details with MOTJ should they change to allows communication to be affective.
- 15.4 The customer is responsible for the checking of registration and payment method details are correct and services can be withheld if this information is incorrect.

16. Registration

- 16.1 In order for a customer to benefit from all the features of the MOTJ system supplied via the various portals, the customer must provide relevant information including but not limited to, contact and vehicle details.
- 16.2 The customer must ensure that all details are correct, complete and not misleading.

LMOT Affiliates

There are 3 types of affiliate accounts:

- 18.1 Type 1 accounts - refers to internal MOT Juice clients (with a portal or the MOTJ VTS Compliancy tools) who sign up to use the Lost MOT Certificate feature.

An internal client will have the ability to produce duplicate MOT certificates at a 50% discounted rate of the full price certificate purchase.

MOT Juice will invoice for all duplicate MOT certificates generated throughout each calendar month and will bill the nominated PayPal account at the end of each month.

The duplicate MOT certificate will be issued online immediately and available to print and download. Once a duplicate MOT certificate has been issued, it must either be printed or saved. MOT Juice will not issue the same certificate for free and it will need to be paid for again if it is required.

- 18.2 Type 2 accounts - refers to trade accounts, which are available to any motoring company including, but not limited to, MOT stations and car supermarkets.



MOT JUICE

A trade account will have the ability to purchase duplicate MOT certificates at a 50% discounted rate of the full price certificate purchase.

MOT Juice will invoice for all duplicate MOT certificates generated throughout each calendar month and will bill the nominated PayPal account at the end of each month.

The duplicate MOT certificate will be issued online immediately and available to print and download. Once a duplicate MOT certificate has been issued, it must either be printed or saved. MOT Juice will not issue the same certificate for free and it will need to be paid for again if it is required.

18.3 Type 3 account - refers to an affiliate account, which is available to the general public.

An affiliate account will have the opportunity to earn commission based on sales of duplicate MOT certificates generated via a unique affiliate link and banner.

In order to earn commissions from Lost MOT Certificate, you must place a valid Lost MOT Certificate banner on your website. Once our system has verified the visibility of an affiliate banner, your account will be available to earn commissions.

For each sale of a duplicate MOT certificate generated via a unique affiliate link, MOT Juice will pay half of the original price less 60p administration fee.

MOT Juice will pay all commissions via PayPal direct to the nominated PayPal account at the end of each calendar month.

MOT Juice reserves the right to withhold any commission payments. MOT Juice also reserves the right to cancel any commission payments at any time.

General Terms and Conditions - Applicable to all

We may revise these Terms of Use at any time. You are expected to check these Terms of Use from time to time to take notice of any changes we make as they are legally binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our website. All garage client will be notified at any time that we issue a change to these terms and we will make every effort to highlight the specific change in order to make the changes clear and unambiguous.

19. Privacy and Cookies



MOT JUICE

- 19.1 The MOTJ website includes areas where the client is required to input information about their garage and business. Any information submitted shall be subject to the terms of our Privacy Policy.
- 19.2 Cookies are used on the MOTJ websites to track visitor trends and to control the proper use of the MOTJ services. By registering to MOTJ the client is consenting to the use of cookies as described in the Privacy Policy. Further information on Cookies and how MOTJ uses them can be found in the MOTJ Privacy Policy.

20. Applicable Law

- 20.1 These Terms and Conditions are subject to the laws of England, Wales and the English courts shall have jurisdiction to resolve and disputes between the client and MOTJ.
- 20.2 If any provision of the Terms and Conditions is held by any court of competent authority to be void or unenforceable in whole or in part, the other provision of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
- 20.3 The failure to exercise a right or remedy provided by these Terms and Conditions or by the law does not constitute a waiver of other rights or remedies.

21. Limitations and exclusions of liability

- 21.1 Nothing in these Terms and Conditions will:
- a) Limit or exclude any liability for death or personal injury resulting in negligence;
 - b) Limit or exclude any liability for fraud or fraudulent misrepresentation;
 - c) Limit any liabilities in any way that is not permitted under applicable laws; or
 - d) Exclude any liabilities that may not be excluded under applicable law.
- 21.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in these Terms and Conditions:
- a) Are subject to Clause 10; and
 - b) Govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 21.3 To the fullest extent permitted by law, we exclude all liability to you for any loss of profit,



MOT JUICE

opportunity, earnings, anticipated earnings, loss of data or any indirect or consequential losses howsoever arising out of the clients use of MOTJ systems or its services.

22. Disclaimers

- 22.1 MOTJ does not provide any guarantee that a client/garage will always be able to accommodate customers provided by the MOTJ services.
- 22.2 The MOTJ system permits you to access and receive information supplied by third parties. The third parties are responsible for ensuring that the material submitted is accurate and complies with relevant laws and codes. MOTJ will not be responsible to the client for the conduct of any such third party or their error/inaccuracy in the material they supply.
- 22.3 Although MOTJ aims to offer the best possible service, it is not a guarantee that the MOTJ system will meet the clients requirements. It cannot be guaranteed that the MOTJ system will be fault free or virus free.
- 22.4 MOTJ does not guarantee that the system will be continuously available and access to the system and its services may occasionally be restricted to allow for repairs, maintenance or introduction of new facilities or services. Reasonable notice will be provided when possible.
- 22.5 Accordingly MOTJ does not provide any guarantee that subscribing as a portal client will result in you receiving a set amount of customers or in relation to any particular volumes of work.
- 22.6 The client acknowledges by these Terms and Conditions that we do not check or verify details of customers that contact the client. MOTJ cannot guarantee the accuracy, integrity or quality of any jobs, bookings or other material posted by third parties.
- 22.7 MOTJ do not endorse or recommend any of the garages that are making use of an MOTJ portal or the use of MOTJ services.
- 22.8 MOTJ does not check or verify any information from the garages using the portal. It is the garages responsibility for this information to be correct.
- 22.9 MOTJ cannot accept any responsibility or liability for circumstances arising from the relationship between a customer using the portal(s) to book an MOT and the MOT garage itself.
- 22.10 MOTJ will not under any circumstances have any responsibility or accepts liability to the customer for the performance or quality of any work, which is asked to be carried out by a garage using the MOTJ portal services.