

# BOOK DRIVING THEORY LIMITED - Terms & Conditions

## **Booking Terms & Conditions:**

**We are not part of the DVSA but an independent company, which works on your behalf to book your test with DVSA and to apply any changes as and when required. The booking which Book Driving Theory Limited (called “the company”) make for you, will try to match your requested criteria as closely as possible. You can contact us to request amendments to the test booking details at any time subject to the rules laid out by us & the DVSA as described below.**

1. In order to be eligible for free retests you need to fulfil below eligibility criteria with all other terms and conditions mentioned depending on the plan you have chosen.

### **Option 1: Basic**

- a) To be eligible for free retest booking you need to score at least 41 marks in multiple choice questions (not in hazard perception).
- b) This plan doesn't cover failure due to hazard perception. So if you choose this plan and fail due to hazard perception but not due to multiple choice questions than “the company” will not rebook you for free and you have to pay whole fee if you intend to book again with “the company”.

For example: if you score 41 or 42 marks in multiple choice questions and 0 or more in hazard perception than you are eligible for free retest as long as you fulfil all other terms and conditions. In case you score 43 or more marks in multiple choice questions and less than 44 in hazard perception than you will not be eligible for free retests.

- c) “the company” will rebook you free for maximum of 3 times as long as each time you fail, you scored at least 41 marks in multiple choice questions (not in hazard perception), satisfy above point (b) and all other terms and conditions.

### **Option 2: Silver**

- a) To be eligible for free retest booking you need to score at least 39 marks in multiple choice questions and at least 39 marks in hazard perception.

For example: if you score 39/40/41/42 marks in multiple choice questions and 39 or more in hazard perception than you are eligible for free retest as long as you fulfil all other terms and conditions. In case you score 43 or more marks in multiple choice questions and 39/40/41/42/43 in hazard perception than you will still be eligible for free retests as long as you fulfil all other terms and conditions. But if you score 38 or less in multiple choice questions or in hazard perception than you will not be eligible for free retests.

b) “the company” will rebook you free for maximum of 5 times as long as each time you fail, you scored at least 39 marks in multiple choice questions and at least 39 marks in hazard perception and satisfy all other terms and conditions.

### **Option 3: Premium**

a) To be eligible for free retest booking you need to score at least 37 marks in multiple choice questions and any score in hazard perception.

For example: if you score 37/38/39/40/41/42 marks in multiple choice questions and 0 or more in hazard perception than you are eligible for free retest as long as you fulfil all other terms and conditions. In case you score 36 or less marks in multiple choice questions and 0 or more in hazard perception than you will not be eligible for free retests.

b) “the company” will rebook you free for maximum of 15 times as long as each time you fail, you scored at least 37 marks in multiple choice questions and satisfy all other terms and conditions.

If the required conditions have been met and if you score minimum required marks (depending on plan you have chosen) each time you fail, “the company” will then provide you with free re-tests in accordance to chosen plan terms.

2. “the company” will email you, your test details once we have booked your test. “the company” cannot accept responsibility for non-delivery of emails for inaccurately entered information.
3. “the company” will also text your booking confirmation if you provide a mobile phone number and will send you a reminder as your test date approaches. “the company” cannot accept responsibility for non-delivery of text for inaccurately entered information or due to any other issues beyond our control.
4. Bookings are normally made very shortly after receipt of payment but please allow up to **two working days** for processing to be completed. The booking fee you pay is fully inclusive of the DVSA test fee, and our fee which is variable depending on the package you have purchased which is inclusive of free re-tests, the administration of your account and all communications with you.
5. “the company” will try our best to book tests for you at time/test centre which suits you but please be aware that sometimes it may not possible due to unavailability of suitable time/test centre on DVSA. If there is no requested slot available on DVSA then “the company” will book using nearest matching available slot.
6. “the company” cannot take any responsibility of incorrect address provided by you on our website as it is solely used for finding nearest test centre. It’s your responsibility to choose appropriate test centre from the list provided on our website. This will not update your current address which DVSA holds. If your address is changed, then you have to contact yourself to DVSA to update same.

7. If you need to modify your booking just let us know what changes are required and “the company” will update the DVSA booking system information for you only until five working days (Monday to Friday excluding bank holidays) prior to exam date. It is your responsibility to arrive on time for your test with the appropriate / required documentation.

The DVSA only allow changes and cancellations up to three working days (Monday to Friday excluding bank holidays) before the booked test but “the company” need five working days (Monday to Friday excluding bank holidays) for same. This means for example: to rearrange or cancel a booking for a Monday, “the company” must be informed by the previous Monday, only if there are no bank holidays in between. If there are bank holidays in between then you need to give notice earlier by adding bank holidays in notice period. It is important that if you want us to manage any changes for you that you give us sufficient time to process your request.

8. It is also important that you will not change any of your details directly on DVSA, unless advised by us, as this will seize your membership with us immediately and “the company” will be unable to provide free re-tests even if you scored minimum required marks.
9. Your membership will be expired and “the company” will not book your retest for free if you score less than minimum required marks (depending on plan you have chosen) in any of the tests. Free rebooking is only permitted if you score minimum required marks (depending on plan you have chosen) in the immediate previous test (first test or free retests) you have booked with “the company”.
10. You need to notify us of failure by logging into your account and choose appropriate option on our website within 14 days of the date of your test. Failure to do so will seize your claim of free re-test. It is important that you notify us only by logging onto your BDT account as any other method used to notify us will not be accepted.
11. **We will rebook your test with DVSA once you have logged on to your account and updated your preferences for test appointment. You have 14 days to update your preferences with us. As soon as you have updated your preferences we'll rebook your theory test with DVSA in three to five working days. If you are unable to update your preferences within 14 days, we will rebook your test for the next available date and time on the DVSA website.**
12. “the company” will need to check your failure document in original to verify your actual scores. The same needs to be posted in original to our postal address (provided when you notify us of failure) within 14 days. “the company” do not take any responsibilities whatsoever of loss of your failed certificate in the post or by you.
13. If all conditions met **“the company” will then provide you with a free re-test in accordance to plan terms.** “the company” will try its best to book Re-tests for you at time/test centre which suits you but please be aware that sometimes it may not possible due to unavailability of suitable time/test centre on DVSA. If there is no requested slot available on DVSA then “the company” will book using nearest matching available slot.
14. “the company” may in our absolute discretion accept or reject to rebook your theory test if “the company” suspect any tempering whatsoever with the original failure certificate or any other information provided to us by you.

15. "the company" will post your failure document back to you within 14 days of receipt. "the company" strongly recommend that you keep a photo copy of your certificate. "the company" do not take any responsibilities whatsoever of loss of your failed certificate in the post.
16. You cannot claim free retests if you fail to take the test for any reason or if your use of our site or your results do not meet the above criteria.
17. You will not receive any unsolicited emails, texts or phone calls from our side as "the company" will never pass your details to any 3rd party other than the DVSA unless the data is shared by DVSA.
18. "the company" cannot be held responsible for consequences arising from you providing inaccurate information, It's your responsibility to ensure that all details entered are accurate. It will be absolutely our discretion to accept or refuse return of admin fee in such a situation and "the company" will only refund DVSA booking fee of £23 and will retain our admin fee.
19. All payments are made via **PayPal ONLY** which means that your credit / debit card details are totally secure.

"the company" believe that all of our services represent very good value for money, but please do not book a test through us if you do not want to pay our additional fee as described above for us to provide the free retests, for us to fully manage your booking process and for us to provide the extra communications and notifications to help ensure you make any booking changes in good time.

## **General Terms & Conditions:**

1. No warranties of any kind for any/all services and software provided by Book Driving Theory Limited (the company). They are on an "as is" basis and this does not affect your consumer statutory rights.
2. The website is the property of "the company" or its content suppliers and is protected by international copyright laws including all the content on this site, any text, graphics, logos, button icons, images and software.
3. "the company" may provide any notices of changes to its terms or other matters by displaying notices or links to notices to you, generally on the services provided by "the company". "the company" may send notices to you via any of the medium either email, text messages or regular mail.
4. "the company" has no intention to monitor your online communications but "the company" reserves the right to edit/remove any content that it become aware of and determine to be harmful or offensive to the general public. The violation of any such rule may lead to termination or suspension of your account without any prior notice.

5. The integrity of “the company” system relies on proper use of email as a message passing media. Any use of the email system, directly or indirectly as a spamming tool, or other than it is intended, is strictly prohibited by law. The violation of any such rule may lead to termination or suspension of your account without any prior notice.
6. The publication of user names and passwords including the sharing of user accounts is not permitted on other web sites. “the company” reserves the right to immediately suspend the account of any user who is found to violate this rule without recourse to refund of any monies previously paid to "the company".
7. “the company” will pursue legal procedures for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country by the unlawful use of services of company.

## **Refund & Cancellation Policy:**

1. "the company" reserves the right to modify or discontinue, temporarily or permanently, the services (or any part thereof) with or without any notice at any time and from time to time.  
All customers with unexpired subscriptions would be entitled to a **full refund of our service charge only**, excluding any monies passed to the Driver and Vehicle Standards Agency (DVSA) for a test booking as any such test would still stand in the case of permanent discontinuation of service.
2. “the company” will not be liable for any consequences or losses arising from circumstances beyond the control of “the company” such as telecommunications problems or data centre environment problems etc. or any other, which may lead to our site becoming unavailable for a period of time. All customers would be entitled to a **full refund of our service charge only**, excluding any monies passed to the Driver and Vehicle Standards Agency (DVSA) for a test booking as any such test would still stand who are unable to complete their requirements prior to their tests due to service unavailability
3. “the company” cannot be held responsible for consequences arising from you providing inaccurate information, It’s your responsibility to ensure that all details entered are accurate. It will be absolutely our discretion to accept or refuse return of admin fee in such a situation and “the company” will **only refund DVSA booking fee** of £23 and will retain our admin fee.
4. “the company” always give priority to refund and change requests within our bookings department. Any request for refund must be made within the cancellation period defined by the DVSA and with sufficient notice for us to process it. Kindly note **only the DVSA part of your fee** will be refunded if a refund is available from the DVSA **and not the admin fee**.
5. Once booking is made on DVSA, **our admin fee will be non-refundable**.

6. **If you wish to cancel your booking “the company” will refund the total fee paid up until the time that “the company” have booked your test, thereafter our fees are non-refundable. Also “the company” will not issue you a refund in case you failed your test and qualify for free retest but do not wish to continue booking with us.**

## **Who we are:**

**BOOK DRIVING THEORY LIMITED - We are not part of the DVSA but an independent company which works on your behalf to book your test with DVSA and to apply any changes as and when required.**

“the company” provide the booking for the DVSA theory tests as well as manage your test booking to pass your test.