Vehicle & Operator Services Agency

MOT Reminder Service

Terms and Conditions

Saving lives, safer roads, cutting crime, protecting the environment
MOT Reminder Service

Terms and Conditions

These Terms govern your use of the MOT SMS reminder service provided by VOSA (the Service). By registering for the Service you will be taken to have read, understood and accepted these Terms in the same way as if you had signed a printed version.

These Terms will apply separately to each Registration.

These Terms are applicable to the supply of the Service by: (1) The Secretary of State for Transport whose principal address is 76 Marsham Street, London SW1P 4DR, acting through the Vehicle & Operator Services Agency whose principal address is Berkeley House, Croydon Street, Bristol BS5 0DA, with VAT registration number: GB 888810569 (VOSA); to (2) You.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

Cellular Network(s) means a mobile telephone network operated in the United Kingdom;

Cellular Phone means a digital cellular handset capable of receiving SMS information services that is connected to a Cellular Network and used to Register for the Service;

Register and Registration means the process set out at www.gov.uk/getting-an-mot/mot-text-reminder-service which You followed to subscribe for the Service;

Registration Charge means the one-time charge You will pay VOSA after each Registration;

Service Provider means a third party that You have a contract to use Your Cellular Phone with, where such third party is not the Cellular Network to which the Cellular Phone is connected; and

SMS means a text messaging facility of a Cellular Phone.

2. CONDITIONS

2.1 These Terms govern VOSA’s provision of the Service to You. VOSA will provide the Service by using the SMS facility of any Cellular Network capable of receiving the Service.

2.2 To Register and receive the Service, You will need to:

(a) obtain and maintain a Cellular Phone - this includes ensuring the Cellular Phone is charged, has enough credit to pay the Registration Charge and has enough space in the Cellular Phone SMS inbox to receive the Service; and

(b) ensure that Your Cellular Phone is connected to a Cellular Network suitable for receiving the Service from VOSA.

2.3 You warrant to VOSA that You are:

(a) the owner or legitimate user of the Cellular Phone which You use to Register for the Service; and

(b) authorised to incur charges on that Cellular Phone or have the bill payer’s permission.
2.4 If You sell the vehicle that You Registered for the Service before these Terms expire, then You will be responsible for cancelling Your Registration.

3. DURATION

3.1 These Terms shall be effective from the moment You receive a SMS from VOSA confirming Your Registration, and shall expire:

(a) six months after the date You receive a SMS from VOSA confirming that Your vehicle has passed the MOT test; or

(b) six months after the due date of Your MOT test; or

(c) six months after the date the Service is cancelled under clause 8; or

(d) thirteen (13) months after the date of Registration, whichever is the earliest.

4. REGISTRATION CHARGE AND TERMS OF PAYMENT

4.1 You shall pay the Registration Charge to VOSA after You Register. The Registration Charge will be as stated at www.gov.uk/getting-an-mot/mot-text-reminder-service at the time of Registration. All prices include VAT at the prevailing rate.

4.2 You will pay the Registration Charge via Your Cellular Phone in accordance with Your Cellular Phone contract with the Cellular Network or Service Provider (as applicable).

5. WARRANTIES AND DISCLAIMERS

5.1 You acknowledge that VOSA’s responsibilities to You under these Terms extend only to the provision of the Service.

5.2 VOSA will use reasonable efforts to ensure the uninterrupted and timely supply of the Service and will take reasonable steps (at its own expense) to correct any error, omission or mistake in the Service that VOSA becomes aware of via motreminders-refunds.it-solutions.gb@atos.net.

5.3 You accept that the Service is not fit for a particular purpose and that VOSA will not be responsible if You do not arrange Your MOT test by its due date.

5.4 VOSA will not be responsible for any delay or failure in transmission of the Service caused by local geography, topography, atmospheric conditions, other causes of interference and/or network coverage of Your chosen Cellular Network and/or any other events that are outside VOSA’s reasonable control.

6. LIABILITY

6.1 Nothing in these Terms shall exclude or limit VOSA’s liability to You for death or personal injury arising from VOSA’s negligence.

6.2 Subject to clause 6.1, VOSA’s liability shall not in any event include losses related to any business You may engage in, such as lost data, lost profits, lost opportunity, contracts or anticipated savings.
6.3 Subject to the clauses 6.1 and 6.2, if VOSA is in breach of these Terms then VOSA shall not be responsible for any losses that You may suffer as a result, except those losses which are a foreseeable consequence of VOSA’s breach. VOSA’s liability to You under this clause 6.3 shall be limited to £50 (fifty pounds).

6.4 You shall be responsible for any losses, expenses or other costs incurred by VOSA for third party claims made against VOSA because:
(a) You have misused the Service; or
(b) if You use the Service for business purposes, because the Service is faulty or cannot be used.

7. VARIATION

7.1 VOSA may vary these Terms from time to time to comply with new legislation, statutory instruments, Government regulations, industry codes of practice and guidance, provided that any such variation is clearly published on www.gov.uk/getting-an-mot/mot-text-reminder-service and notified to You by SMS to Your Cellular Phone (for no extra charge).

7.2 You are expected to check www.gov.uk/getting-an-mot/mot-text-reminder-service and Your Cellular Phone to take notice of any changes made by VOSA under clause 7.1, as such changes will be effective from the date on which they are posted on www.gov.uk/getting-an-mot/mot-text-reminder-service.

8. CANCELLATION AND REFUND

8.1 If VOSA decides to stop providing the Service then it will:
(a) post a notice to this effect on www.gov.uk/getting-an-mot/mot-text-reminder-service;
(b) stop collecting new Registrations; and
(c) continue providing the Service to all customer who have Registered for the Service before the date VOSA posted the notice under (a), until those Registrations expire.

8.2 The Service may be suspended or terminated immediately by VOSA if You are in breach of clauses 2.3 and/or 9.1.

8.3 These Terms shall terminate automatically if Your Cellular Phone contract is cancelled by Your Cellular Network or Service Provider (as applicable).

8.4 You may cancel the Service at any time:
(a) during the seven (7) working day cooling-off period (commencing on the date of Registration) by sending a “STOP” SMS to 66848 (MOT4U) from Your Cellular Phone; or
(b) at any time before these Terms expire by sending a “STOP” SMS to 66848 (MOT4U) from Your Cellular Phone, specifying, in each SMS, the vehicle registration number of the vehicle You no longer wish to receive the Service for.

8.5 If You cancel the Service under clause 8.4(a) and:
(a) You have not received a reminder SMS (as part of the Service) within that seven (7) working day cooling-off period; and
(b) You send VOSA Your full name, postal address, contact telephone number and the vehicle registration mark and current MOT certificate test number, by email to (motreminders-refunds.it-solutions.gb@atos.net) or post (to VOSA, P.O. Box 415, Durham DH99 1YZ), then VOSA will refund the Registration Charge to You by cheque within 30 days of VOSA’s receipt of Your email or letter.

8.6 For the avoidance of doubt, you will NOT receive a refund if you cancel the Service under clause 8.4(b).

9. YOUR DATA

9.1 To provide the Service, VOSA and its business partners will need to process the information You provide during Registration. By using the Service, You consent to such processing and warrant that all data You provide to VOSA is complete and accurate.

10. GENERAL TERMS

10.1 You may not transfer any of Your rights or obligations under these Terms.

10.2 A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any clause of these Terms, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

10.3 The failure to exercise, or delay in exercising, a right, power or remedy provided by these Terms or by law shall not constitute a waiver of that right, power or remedy.

10.4 We will try and resolve any disagreements quickly and efficiently. If You are not happy with the way VOSA deals with any disagreement and want to take court proceedings, then You must do so within the United Kingdom.

10.5 The Service provided to You by VOSA is subject to these Terms together with the guidance at www.gov.uk/getting-an-mot/mot-text-reminder-service and any previous written or oral representations made to You by VOSA or any VOSA representatives.

11. CONTACT

11.1 If VOSA needs to contact You, it will do so by sending a SMS to Your Cellular Phone (for no extra charge).

11.2.1 If You have any concerns about material that appears on www.gov.uk/getting-an-mot/mot-text-reminder-service or wish to contact VOSA for any other reason, please email motreminders-refunds.it-solutions.gb@atos.net or post a letter to VOSA, P.O. Box 415, Durham DH99 1YZ.
Visit our websites:

for commercial customers and private motorists
www.gov.uk

for corporate information
www.dft.gov.uk/vosa

Contact us:

E-mail
enquiries@vosa.gov.uk

National Number
0300 123 9000*

Monday to Friday - 7.30am until 6.00pm
(normal working hours)

*Calls provided by BT are charged at a low rate. Charges from other providers may vary.