

# Terms and Conditions of Sale and Services Provided. EUROCERT and DVLA ADVICE AND ADMIN SERVICES.

## What we offer:

- \* FREE AGE VERIFICATION of vehicle and up-to-date briefing on DVLA acceptances of dating evidence (we do not provide dating evidence for the DVLA).
- \* V55/5 complete form filling to DVLA current standard.
- \* Help with Notification of Vehicle Arrivals (NOVA).
- \* ICOC document™ for filling in the UK V55 form and other uses
- \* Comprehensive and packaged services for UK vehicle registration.

**Author:** Eurocert Limited, UNIT 8, 179 Whiteladies Road, Bristol, BS8 2AG

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## DVLA ADVICE AND ADMIN SERVICES, VEHICLE REGISTRATION SERVICES

### Terms and Conditions of Sale and Order Fulfilment

#### Overview

The business offers advice on matters concerning the UK DVLA (Driver and Vehicle Licensing Authority), and foreign vehicle registration agencies, usually in connection with vehicle registration procedures. The business also provides **products** which are of the following type:

- Applications and Submission to the UK HMRC for NOVA (Notification Of Vehicle Arrivals), in physical format of a paper copy of the NOVA Submission to HMRC.
  - V55 form (an official DVLA paper form) supplied 'filled in' or 'fully completed'.
  - A summary document giving the buyer detailed instructions on what to do with forms and letters we supply, where to send the bundle, and what else to include.
  - UK vehicle registration documents packages, also referred to as the 'COMPLETE DVLA REGISTRATION DOCUMENTS PACKAGE' and '5 STAR SERVICE'. Administrative packages of several vehicle registration documents and the service of obtaining or providing those therein. These are packages of to help register a particular vehicle. PLEASE NOTE THAT WE DO NOT OFFER, NOR CAN WE, A COMPLETE REGISTRATION SERVICE THAT PROMISES A DVLA REGISTRATION OR ANY GIVEN OR EXPECTED CONCLUSION AS UK REGISTRATION IS ULTIMATELY AT THE DISCRETION OF THE UK DVLA..
  - The production (drafting) of letters to the DVLA on behalf of vehicle registrants regarding matters of registration and arising problems with DVLA procedures and rejections.
  - The issuing of an Independent Certificate of Conformity (ICOC). A paper certificate or letter stating a particular vehicle's Type Approval Number if applicable and CO emissions rating if available; offered in the UK by us as a means for registrants to fill in the DVLA V55/5 form and other forms like the IVA Test application, MSVA Test application and NOVA1. It can even be useful at MOT stations, as a reference sheet, for unregistered vehicles when the MOT tester creates a new record for a vehicle. Also, for use abroad to assist with filling in registration forms (such as the French Carte Grise application) and helping individuals undertake administrative processes.
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## REFUND POLICY

### **Cancellation of a Service Contract within 14 days from customer payment:**

For services ordered online, a customer has the right to cancel within a 14-day cancellation period (COOLING OFF PERIOD). For all paid orders, our customer will be notified in a durable format (printable email) of this right to cancel within 14 days and a model cancellation form will also be supplied. The 14-day cancellation period will start on the day the customer receives this email notification. [[View cancellation document here in browser](#)].

### **Cancellation of a Service Contract after 14 days from customer payment:**

Once the 14-day cooling off period has expired and/or the customer has asked us to cancel the cooling-off period and begin work, and subsequently once work has started or work completed, a refund is not possible. This is because the resulting – published document or registration service for the specific vehicle and usage stated by the customer at the time of ordering – is bespoke and unique. It cannot be taken in to stock and sold to another person.

Therefore, for the avoidance of doubt, cancellation for a refund is only permitted within the initial 14 day cooling off period, unless the customer tells us to 'go ahead' or 'start work' and/or thereby cancels or curtails the cooling off period.

### **BESPOKE CONSULTING AND REPRESENTATION SERVICES DO NOT OFFER A COOLING OFF PERIOD AND NONE WILL BE OFFERED.**

#### **Custom-made or bespoke services and contracts:**

Where our services are engaged for and result from a customer's specific need of consultancy and specific assistance tailored to them and their needs, this is classed as a bespoke consultancy service. In accordance with EU and subsequent UK consumer law and consumer protection legislation through distance selling requirements, a cooling off period is not offered and not legally required for payments made to us for consulting and representation. Due to the nature of the work, once payment has been received the customer will not be able to request a refund following a change of mind or any other reason for withdrawal from the service contract by the customer. This applies specifically to our ***DVLA Rejected Registration Application*** service, designed around liaison and consultation between us the supplier, our customer, and UK agencies. It also applies to other services and contracts we offer and negotiate with customers whereby we take on the customer's problem for potential rectification and re-application to the DVLA.

For the avoidance of doubt, our bespoke services (such as those requiring consultancy and interaction with UK agencies (eg. DVLA, VCA, hmrc, DVSA), do not usually offer customers a cancellation period that automatically results in a refund of any amount.

**CANCELLATIONS AND RETURNS from Commercial Customers:** Cancellation rights do not apply for sales classed as, or declared by the customer as – 'trade', business or professional purchases.

For the avoidance of doubt, the cancellation rights detailed above and below do not apply for commercially classified sales.

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#### **Authorising us to start work immediately**

Under normal trading circumstances we should wait 14 days from the date of order, before completing the service contract. However, we always aim to start work well within this period known as the 'cancellation period', with some services even being same-day. Therefore, we usually ask our customers to physically authorise us to start work within the cancellation period. If we do this we will request written permission by email. The customer will be asked to sign a special agreement authorising us to begin work. This authorisation affects your cancellation rights - it means that if we begin work or complete the service within the 14 days, if you decide to cancel, you may not get any of your payment refunded.

### **Documents arising from our services that are custom-made**

Where services result in custom-made documents, we will not usually offer customers a second cancellation period following customer receipt of said documents. Several of our services, such as 'ICOC', '5 STAR SERVICE', 'Service Number 1', 'Manufacturer's COC (ECWVTACOC)', 'NOVA clearance', involve the provision of custom-made documents created only for a specific vehicle at a specific time, and therefore cannot be accepted back for resale. These documents and service certifications may not be classed as separate 'products' distinct from the Service Contract by which they were created.

This does not affect the statutory rights of a customer regarding faulty goods, as follows.

### **Faults, in the case of a document issued by us**

If a mistake is found or any error that needs correcting in the data shown on the document, we will make this correction free of charge and within a reasonable amount of time. We ask our customers to give us this time to rectify a mistake, rather than request a refund. This does not affect the customer's statutory rights.

However, we will not add extra or additional information free of charge deemed by a customer as necessary for his/her purposes or 'nice to have' and this will be charged as an extra administrative fee, quoted on request and agreed before such work shall commence.

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## **REFUND AND CANCELLATION PROCEDURE REGARDING UK VEHICLE REGISTRATIONS**

### **Note about our vehicle registration services:**

Once a customer has purchased a vehicle registration service from us, and given us their ID and payment and by definition of the service - their authority to make representations to the UK authorities, an application to the DVLA is not reversible by the customer acting alone. No refund can be given and the service cannot be stopped by the customer alone. Only we (the company) can decide to stop or abort the registration procedures, and only we (the company) can decide to make a refund on the service payment. This is because the company and its employees and agents are actively involved, on a personal basis, in the notifications and representations to UK authorities. Where we make a notification to the hmrc (NOVA) it is done so using a personal name and address and clearances are secured on the name and address of our employees or agents. With DVLA applications for registration, the application and introduction is made on the name and address of our employees or agents acting as the official agent in the DVLA registration process.

In the event of a customer cancelling or assuming a cancellation of a vehicle registration service without our agreement and authority, this will not stop or reverse the process undertaken by our employees or agents. This means that the application will still be made, with covering letters and disclaimers - as appropriate, to the authorities (hmrc, DVLA, DVSA, VCA).

For the sake of clarity, this means that if a customer unilaterally takes back a payment in an attempt to cancel a registration service, the clearances and application will stand and/or will still be finalised. This may be to the detriment of the interests of the customer and could block the registration of the vehicle or incur hmrc penalties.

If you do not want the registration or applications-to-register to take place, you must make an acceptable agreement with us. In the event of a cancellation forced on the company unilaterally by a customer in the absence of a "free of charge termination of service contract agreement", and/or at the discretion of the company, instead of completion of the contract resulting in a DVLA registration application (as detailed above) a minimum cancellation charge of £90 plus UK VAT will be levied on the customer and deducted from any monies in hand, or if no monies in hand, shall be invoiced forthwith to the customer, with a settlement period due date condition of 'within 7 days'. This is to reflect the company's work internally and externally rolling back notifications, retracting notifications and requests to third parties, and work involved such as returning customer documents.

## OUR POLICY ON CREDIT CARD 'CHARGEBACKS'

Due to the UK-wide increase during COVID of consumer credit card **chargebacks**, in line with other retailers, we implemented the following policy:

We will not look upon a credit card **chargeback** as an acceptable method of negotiation, nor resolution of a customer complaint.

In the event of us receiving a **chargeback** through our card-processing supplier, the reason for chargeback shall form the basis of an immediate UK County Court claim by us (the company) against the cardholder. There shall be no exception and the County Court claim shall reclaim the amount of the original purchase from the cardholder personally, plus the chargeback fee charged to us (usually £15), plus court costs, plus accruing daily interest of £1 per day.

### **Fraudulent chargebacks:**

Where the reason for the **chargeback** is judged by us to be fraudulent (such as 'item not received' when it was, or 'credit not processed' when no credit was offered) we will also initiate a private criminal prosecution in the UK criminal court system, for fraud, no matter how small the amount charged back.

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## UNPAID ACCOUNTS AND UNPAID DVLA AND HMRC TAXES AND FEES RELATING TO VEHICULAR PROPERTY

During our work for consumer customers, corporations, governments and institutions we regularly have to pay monies on behalf of others to government bodies such as the DVLA and HMRC. We also occasionally charge and hold for services. It is essential that our company remains solvent at all times and runs no risk to our customers in terms of cashflow. We are also unable to pay government bodies on behalf of others unless amounts are guaranteed and paid in good time by our customers.

In such circumstances where a debt is incurred to the company, by the company's customer and there are fees owing from the customer to the company in respect of work undertaken or work in progress, the following actions may take place to secure financial assets, in order to protect the company from losses and financial liabilities.

The customer's vehicular property, which is considered the subject of the transactional and financial matter, and may be the subject of the service contract between the customer and the company may be impounded, and/or seized, and/or sold, and/or commandeered by the company as material goods collateral. This will only happen when the company is at a financial loss or threatened with financial loss in its pursuance of completing a service contract on behalf of its customer.

Such action is always regretted but will be enacted if the company is financially impaired or threatened with financial loss or liability, by way of actions or inaction of the customer. This applies to circumstances where the vehicle is present on the company's property, and also circumstances where the vehicle is not on the company's property. The customer engaging in a service contract with the company agrees to these terms.

In the event of commandeering, the company will usually achieve this by legally registering the vehicle in its name. If this occurs the legal title and any papers will only be released to the customer as and when all debts on the part of the customer are paid up and the company is in no doubt of its financial security in relation to the losses incurred or threatened. Please note that a written attestation by the customer will sometimes be required to ensure a debt or liability does not re-emerge in relation to the original service contract or, indeed, the action of the commandeering. Removal of goods and chattels (vehicles) following seizure or commandeering may be considered and such physical action at the customer's premises may or may not be supported by a court order.

The company urges customers who find themselves indebted to the company to communicate as much as possible with us to avoid such actions as described above.

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## We are here to help

It is our responsibility to supply you with goods that meet your consumer rights.

If you have any concerns that we have not met our legal obligations please contact us. If you experience any difficulties or anomalies with or in our documentation, please call us. Our function is to research, verify and advise and we are focused on getting vehicles registered. **If you have a grievance and you think you deserve a refund, please contact us before anything else because the notes above will apply if you decide to attempt to take money back without our authorisation, acceptance and agreement.**

Vehicle Registration Services  
58 North Street,  
Bristol BS3 1HJ  
0117 902 8656

info@vrsbristol.co.uk

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### **PLEASE NOTE (important): Buyer's willingness to give us information and documents about the vehicle -**

With purchases of **all** our services, we require you - the buyer - to give us certain key information about the vehicle.

To enable our services once you have paid, we **must** have certain information from you. A clear VIN (chassis number) on the vehicle is essential. We will also sometimes need further information from you like colour of the vehicle and your date of birth. Additional information may be necessary, depending on which service you buy. Please do not purchase our services if you cannot or will not supply this kind of information as we will not be able to complete our work without your co-operation. Once you have purchased a service and/or product and we begin work (ie. even before you may have submitted essential information like a VIN and vehicle colour) we will be unable to give a refund in the event you cannot or will not supply us the VIN or other crucial pieces of information, such as documents and test pass certificates. We will normally send at least 5 written reminders before concluding that we can go no further with an order. This also applies to situations where the customer does not supply documents requested by us.

**TIME-OUTS:** For the avoidance of doubt and the sake of clarity, if we lose contact with a customer for any reason whereupon the customer stops communicating with us or stops replying to emails and/or does not provide us with the requested (by us) documents ( such as ID documents, test pass certificates, and vehicle proof of year and historical documents), or does not present his/her vehicle for testing if we require that, the customer will not be entitled to any refund and the contract may be timed-out. This means that we will send an email and/or letter stating that the contract has stalled and no work on the contract shall continue. This notification is final and cannot be appealed. We may offer to start the contract again or reopen it for a fee stated in the email or letter. In the case of a contract time-out where we have had documents sent to us by the customer, these will usually be returned to the last held or last known address, by normal regular Royal Mail post. The TIME-OUT period is usually 1 - 3 months, depending on the product/service contracted; with 1 month likely for ICOC documentation and 3 months + for Vehicle Registration Services. Please ask us before you purchase a service if you need clarification of these terms.

In the case of **NOVA** applications and NOVA Submission to HMRC we always need a few bits of information like how much you paid for the vehicle, when and where you bought it and its speedo reading (if applicable). We will assist you with the questions and will be available to discuss your individual circumstances. We will request this information early on and it is vital you give it to us so we can complete.

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## ICOC documents; Timescales and Delivery durations

Throughout this website, products and services may be described as ENHANCED, EXPRESS, 24 HOUR, SAME-DAY or NEXT-DAY. These are target times for production and despatch and we will try to qualify on the service or product description page - exactly what you can expect and the realistic possibilities of slippage of target time. In all cases, despatch of ICOC, COE, and any other documents, will occur only after we have received back from you the relevant communications to start work, complete work, and acquire from you (the customer) the vehicle details we need and ask for by email.

We will not be responsible for giving a full refund if we create a unique (custom-made) document that does not arrive at a physical address within a certain timeframe, whether this be a timeframe expected or assumed by the customer or a described target or suggested target timeframe in a product description on our website. The timeframe is not the bulk of the service, the document created is the bulk of the service. If the document is not received by the customer within the timeframe expected, he/she may request another, using the procedure shown below (Delivery of Documents by Post). Whereupon the document has been created and published and is - at some point whenever in time - delivered by email and/or postage to a physical address (or posted with a certifiable Proof of Posting by POST OFFICE LIMITED [UK] ), the maximum refund due to the customer, in view of delayed delivery, will be 20% of the original cost of the document [service].

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## ICOC documents; Delivery of Documents by Post

As standard, ICOC documents, and COE documents, and Eurocert Vehicle Transit Documents, will be posted by Royal Mail AIRMAIL. Not by any tracked, registered or signed-for postage services, unless specifically requested and, if necessary, paid for by the customer in advance of despatch. No responsibility can or will be accepted by Eurocert Limited for third-party postal services (Royal Mail and its partner services abroad) for losses or delays in the delivery of our documents sent by post. The service we provide is to research, create and publish documents relating to specific vehicles. The service does not extend to a guarantee of delivery of any item by post, by the third party, within a given timeframe. If the document does not arrive at the physical address, or is deemed 'lost', you may request - free of charge - a replacement (reissued) document, by the same postal service; or you have the opportunity to upgrade - for a fee - to your chosen method of a more secure or faster service by post or courier. These requests for reissue can be made on the order form here: <https://www.eurocert.uk/reissue>.

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## **Extent of service of DVLA ADVICE AND ADMIN SERVICES – Vehicle Registration Services products**

The scope of the business is to produce and deliver the products detailed and described in this website. The business's work is deemed to have been completed and orders fulfilled when the ordered product(s) has/have been sent to the customer by mail or courier.

**UK DVLA Registration documents packages** - Usually, but not always, the documents will be sent to the customer for checking, signing and sending-off to the DVLA with payment for the DVLA in order to complete vehicle registration. Our services do not involve 'processing' applications and they do not lead directly to vehicle registration. Our role is to help registrants prepare and present applications to the DVLA. Where we act as 'agent' in an official capacity, submitting DVLA V55 applications on behalf of registrants, we will send packages of documents directly to the DVLA in Swansea. These packages may contain documents being the current or previous property of our customers (registrants) and will be hand-delivered to DVLA, Swansea, or posted. usually, but not always, efforts will be made to send these packages by Royal Mail 'Signed For' services. In the event of loss of documents en route or within the DVLA organisation, we shall make efforts to trace the documents. However, we shall be liable for no more than £1 for any document or collection or package of documents lost by the Royal Mail, or the DVLA, or any other agent or third party.

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## **Extent of service of DVLA ADVICE AND ADMIN SERVICES – "Vehicle Registration Assistance Package"**

This is a service we provide for all imported and/or unregistered vehicles, whether LHD, RHD, from the EU or from outside the EU. Our role is to provide administrative tasks and administrative support for the registrant by organising or booking tests, accumulating paperwork, completing forms, and so on. The specific services and limitations in connection with this service can be found on the product/service description page in this website. This service includes no logistics, no testing, and certain documents and criteria must be met and got by the customer/registrant. The customer/registrant will also be meeting the cost for all non-administrative necessities, such as repairs or modifications to pass tests, and special documents we specify as needed.

Our role as administrative agent and assistant in providing help with UK registration is not one that leads ultimately to a DVLA registration. There are some circumstances where your vehicle may be blocked temporarily or permanently from registration in the UK. Please be sure of the risks and read the terms below before purchasing this service. It may be your only choice for a UK registration and the best procedure for you. But if you are about to buy or have bought a vehicle that you think may not be able to be registered, you may be better off purchasing our [Pre-Application Consultation](#).

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## **Extent of service of DVLA ADVICE AND ADMIN SERVICES – "5 STAR SERVICE; UK Registration Package"**

This is a service we provide for certain vehicles, where the registrant needs our help in the completion of the UK V55/5 form, and notification to the UK HMRC of a vehicle NOVA application (or 'submission'). Our role is to provide administrative tasks and administrative support for the registrant by drafting letters, accumulating paperwork, completing forms, and so on. The specific services and limitations in connection with this service can be found on the product/service description page in this website.

This service includes no logistics, no testing, and certain documents and criteria must be met and got by the customer/registrant. The customer/registrant will also be meeting the cost for all non-administrative necessities, such as repairs or modifications to pass tests, and special documents we specify as needed.

Our role as administrative agent and assistant in providing help with UK registration is not one that leads ultimately to a DVLA registration. There are some circumstances where your vehicle may be blocked temporarily or permanently from registration in the UK. Please be sure of the risks and read the terms below before purchasing this service. It may be your only choice for a UK registration and the best procedure for you. But if you are about to buy or have bought a vehicle that you think may not be able to be registered, you may be better off purchasing our [Pre-Application Consultation](#)



**This is a bespoke and custom, non-refundable service and does not qualify for consumer cooling off periods**

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## **Extent of service of EUROCERT Independent Certificate of Conformity (ICOC™) – Publication and delivery of ICOC**

We are a **research company** and our primary duty on each paid service is to present researched information to you about your vehicle. The **purpose of our service** is to present our researched information to you, the service buyer. The product, when the product is an Independent Certificate of Conformity (ICOC), is a written report stating researched information about your vehicle. **Its purpose** is to furnish you with a paper document listing certain information about your vehicle. Information that has been got from our research, or from agencies such as the DVLA, or from you or the vehicle's VIN plate. Such information may include the EC type approval status (if applicable/relevant) and may include the EC type approval number - as may be determined from our research. Beyond the delivery of this service and product it is up to you, the document holder and vehicle owner, what you use the document for. We do not offer any guarantees about any uses you choose, nor do we make any promise about what its issuance may lead to. We do offer free advice and after-sales support but we cannot be held responsible for frustration and losses resulting from a chosen use of one of our documents.

**Independent Certificate of Conformity (ICOC) -** ICOCs are posted after our verification and/or research procedures. Please note that each ICOC is unique to the vehicle it corresponds with and therefore if you find you have no further use for your document, or sell the vehicle, or prefer not to use it, we will be unable to grant any refunds as there is no resale or restock value.

**In connection with a purchase of our Registration Documents Package - in the event of a vehicle's rejection during a registration process, or questioning from the UK DVLA or foreign motoring administrative bodies -** The business will not become responsible for extra unpaid-for paperwork and labour, in the event of queries or investigations initiated by the UK DVLA, UK HMRC or foreign agencies, based on these agencies' perusal of the registrant's declaration or the vehicle's history. Examples – the vehicle is flagged on an Interpol search, the vehicle's VIN is found to be a duplicate, the agency asks for further documentation from the vehicle's country of origin, the agency rejects/slow/loses the application due to sub-standard workmanship at the agency, the agency workers have a lack of knowledge of EU/EC directives and legal principles regarding freedom of movement and type approval; or the agency decides not to accept the documentation out-of-hand without giving a reason.

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**Accuracy of information stated on our documents -** We collect data for all our certificates, reports and verifications from open and public databases such as the following: Driver and Vehicle Licensing Agency (DVLA) UK vehicles database, Vehicle Certification Agency (VCA) databases, EC Type Approval databases, The National Motor Vehicle Title Information System (NMVTIS), The UK National Database of Classic Vehicles, The Internet Register of Stolen Vehicles (CrimiMail), The Register of Stolen Vehicles (IAATI), and others we may add or use from time to time. However, we do not and cannot assure, nor do we attest, that any information gleaned from these sources will always match exactly what the vehicle being certified or reported may actually display or may exhibit at a given time. Nor do we attest that any information (including EC type approval number) gleaned from these sources will match exactly what the vehicle manufacturer may state as its retrospective/archive record of the vehicle's EC type approval number. This is because vehicles are modified from time to time after manufacture or registration, or due to additions/changes to the databases we may use or query. Additionally, data input when vehicles were added to the above databases by people outside our control may differ from actuals for the vehicle in question. For example a 'nominal' value of engine cubic capacity may be recorded with the UK DVLA such as 2000cc, when the 'actual' or 'aggregate' may be 1998cc. In all cases of document production, if the buyer disagrees with data written we must be notified in writing and we will investigate and explain the discrepancy. In the case of discrepancy or human error in data representation on our documents we will always consider re-issue of the document, as long as it does not contradict government or legal sources and data. This is a discretionary service and may incur an extra charge. On no account will we consider being held responsible or liable for events emanating from discrepancies in our documentation when compared with manufacturer's specifications, or documentation held by other agencies. Refunds will not be possible if discrepancies or errors are alleged by a buyer to negate the authenticity and purpose of the documents we provide. We are a **research company** and our primary duty on each paid service is to present researched information to you about your vehicle. The **purpose of our service** is to present our researched information to



you, the service buyer. The product, when the product is an Independent Certificate of Conformity (ICOC), is a written report stating researched information about your vehicle. **Its purpose** is to furnish you with a hard copy of the key facts and type approval, if applicable/relevant. Beyond the delivery of this service and product it is up to you, the document holder and vehicle owner, what you use the document for. We do not offer any guarantees about any uses you choose or make any promise about what its issuance may lead to. We do offer free advice and after-sales support but we cannot be held responsible for frustration and losses resulting from a chosen use of one of our documents.

## **Liaison with Customer and the Need for Communication**

In all our work, such as preparation for the production of Independent Certificate of Conformity (ICOC), or application and submissions to the HMRC and UK DVLA we will ask questions pertaining to the vehicle of the customer. It is vital that the customer works with us, gives us truthful and comprehensive answers to our questions, and does so in a timely manner. The business will incur extra work and may need to make additional charges for labour/time if our emails are ignored, overlooked, junked or lost, resulting in the need for us to send repeat emails. We will also need to keep on file information of vehicles and VINs in conjunction with services provided.

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## **LIMITATIONS AND DISCLAIMER, GENERAL**

The business has an excellent record of first submission success of vehicle applications both here in the UK and abroad within the EU and we will always endeavour to keep abreast of current registering agency and EU policies, EC directives, requirements, procedures and regulations. It is in the interests of the business, as well as the registrant, that the application for registration goes through first time and without the need for follow-up letters or clarifications to agencies. If a UK DVLA rejection letter is received by the registrant or a DVLA request for further information about the vehicle or the registrant, further consultation and help by the business is at the discretion of the business and may incur an extra charge if further assistance is required. This would definitely be the case if letters of correction to the DVLA or appeals to the DVLA are required. Advice over the phone may be free, but is discretionary.

Our customers buy our services and products to save them time and learning processes in dealing with the DVLA and also the HMRC and foreign agencies. We do not guarantee that by purchasing our services and products a registration will definitely follow and make no promises, guarantees or assertions about timescales and outcomes. We can be confident about our research procedures, type approval and emissions verification and age verification but agencies (especially in France and the UK) do sometimes insist on backup or additional evidence from the vehicle manufacturer or their preferred specialist vehicle clubs, and so on.

### **Section summary:**

Engagement of our services for registration documents (**products**) and our advice does not guarantee that certain expectations you may have from governmental agencies will be fulfilled. Purchase of our products does not render us liable for any losses or inconvenience caused to our customer/the registrant by delays by the DVLA or HMRC or foreign agencies. These are governmental agencies and are within their rights to demand whatever they wish from the public in connection with discharging their duties as public servants.

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## **Treatment of Staff of the Business and Our Work Procedure**

In carrying out our work and supplying products we expect to be treated courteously and respectfully by our customers and enquirers. We will not tolerate threats and abuse and in the event of such treatment, service to the customer will be terminated or withdrawn.

After products have been supplied to the customer, in the event of governmental agencies' requests for more information, rejection of first application, or refusal to accept any of the information written on our documents, our customer must approach us with a request to help with advice, and expect it on a discretionary basis only, as a gesture of goodwill on behalf of the business.

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## Threats against our business

Many of our customers come to us frustrated, with the DVLA, or French Prefecture staff for example, or with general administrative processes, red tape, and the expense involved in vehicle registration. We ask you to not take your frustration out on us and in instances where we receive threats to our business operation we will act. Threats received will be dealt with as threatening behaviour and reported to the Police accordingly, whether here in the UK or abroad, or both. If we receive an email or telephone call expressing an intent to cause us to believe that immediate actions will inflict damage to business and reputation we will cease communication and contact the Police. We will always prosecute to the full extent of the law and consider private legal action to recover losses through written 'reviews' and comments on the internet designed to inflict damage to reputation.

In cases where we receive a demand for money, by way of refund or compensation, expenses, or under any other guise, combined with a threat to - otherwise - inflict damage to reputation, person or premises, this will be reported as demanding money with menaces. or extortion.

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## Customer Cancellation, Refund Policy and Returns, and limitation of liability (ICOC)

In the event of us having issued an ICOC that is used by the holder for a specific process, as detailed above, given that we do not promise, offer or guarantee any outcomes, we will not become liable for any expenses incurred in connection with uses or presentations of our documents. Equally, any refusal by any agency to recognise the format of our documents or the data therein that leads to losses or inconvenience to our customer cannot be brought to us as a claim for compensation. Ultimately, our losses in all situations arising from issuance of any document shall be limited to £1 (GBP) in total, being the estimated raw value of the paper and ink.

Please see our **Refund Policy** for cancellations and refund information.

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## Timescales and Complaints

The business policy is always to provide a fast service and occasionally certain phrases will be used such as 'same day', 'next day', 'urgent', 'rapid', etc. However, there may be delays in completing the product ready for delivery due to reliance on the following third parties for information and response:

UK HMRC  
UK DVLA  
The customer (registrant)  
ROYAL MAIL

We will always do our best to provide an excellent and fast service but we will not be held responsible for delays that are due to third party delays.

Please direct complaints by email to [info@dvlaadvice.co.uk](mailto:info@dvlaadvice.co.uk). We take all complaints very seriously and will always work to explain any causes for sub-standard service or delays.

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## Further notes on ICOC and independent assessment, certification and verification

Please be aware that with all independent assessments, certificates and verifications, a UK or foreign agency may ask for additional documentation or supportive evidence depending on what procedure you are undertaking regarding the vehicle. For example, in the UK, you may also require a Certificate of Mutual Recognition – please contact the relevant agency for information (eg. Vehicle Certification Agency in the UK). Whilst we have been recommended in the past by organisations and vehicle manufacturers such as Toyota and VW, our documents should generally only be solely relied upon when attempts to obtain an original CoC from the vehicle's manufacturer have failed.

## **NO CONSUMER CANCELLATION RIGHTS FOR TRADE TO TRADE OR BUSINESS TO BUSINESS SALE CLASSIFICATIONS**

Cancellation rights and returns do not apply for sales classed as, or declared by the customer as - trade, business or professional purchases.

For the avoidance of doubt, the cancellation rights detailed above in REFUNDS POLICY do not apply for commercially classified sales.