

Blue24 Limited – terms and conditions for contractors

Your attention is particularly drawn to the provisions of clause 14 (Limitation of liability).

1. About us

- 1.1 Blue24 Limited (company number 11621741) (**we and us**) is a company registered in England and Wales and our registered office is at 20 West Palace Gardens, Weybridge, Surrey, KT13 8PU. Our VAT number is.311264546 We operate the website www.blue24uk.com and the mobile application “Blue24” (**Platform**).
- 1.2 To contact us use the “contact us” tab on the Platform, telephone our customer service team at 07786 922165 or e-mail .info@blue24uk.com How to give us formal notice of any matter under the Contract is set out in clause 19.2.
- 1.3 We maintain worldwide professional liability insurance. Our compulsory insurer is, CFC Underwriting Ltd, 85 Gracechurch Street, London, EC3V 0AA and our policy number is ESH00966893.

2. Our contract with you

- 2.1 These terms and conditions (**Terms**) apply to the supply of Services (defined below) by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 These Terms and the Contract are made only in the English language.
- 2.4 You should print a copy of these Terms or save them to your computer for future reference.

3. About our Services

We own, run and maintain the Platform. We provide you with access to, and use of, the Platform, verification of tradespersons and management of payments to tradespersons as well those other services set out in these Terms (**Services**), which enables you to source and engage with self-employed tradespeople to provide constructions and building services to you (**JobJobs**).

4. Using the Platform to obtain Services

- 4.1 You will create a profile of your business by completing the details of your business on the Platform to allow you to source and engage with tradespersons on the Platform.
- 4.2 For each new request to engage a tradesperson for a Job, you will need to specify the information set out below using the onscreen prompts on the Platform. This includes:
- (a) the specific type of tradesperson required (e.g. electrician, plumber etc);
 - (b) the scope of the construction or building works and the type of work the tradesperson will be required to do;
 - (c) the commencement time and date of the project and the duration of the Job;
 - (d) the location(s) that the tradesperson will need to attend to complete the Job;

- (e) the experience, training or qualifications which you consider are necessary, or which are required by law or any professional body, for the tradesperson to possess in order to work on the project; and
- (f) terms relating to payment of the tradesperson fees and expenses (if applicable).

4.3 You may only engage the services of a tradesperson using the method set out on the Platform. Each request for services from a tradesperson by you constitutes an offer by you to engage one or more tradesperson on the Platform as specified in the request and subject to these Terms.

4.4 Please check the details of your request carefully before confirming it. You are responsible for ensuring that your request and any specification submitted by you is complete and accurate.

4.5 After you make the request, you will receive confirmation on the Platform acknowledging that the tradesperson has been notified (**Request Confirmation**).

4.6 If one or more tradespersons indicates that they wish to work on the Job, the tradesperson(s) notifies you using the Platform that they accept your offer.

5. Cancelling the Contract

5.1 Subject to clause 5.3, you may cancel the Contract and receive a refund of any payments made in advance (if applicable), if you notify us as set out in clause 5.2 within 24 hours of your receipt of the Request Confirmation. You cannot cancel the Contract once each Job has been completed.

5.2 To cancel the Contract, you must complete the cancellation form on the Platform. We will email you to confirm we have received your cancellation.

5.3 If you cancel the Contract:

- (a) within 48 hours of the time on which the Job is due to commence, you will pay to us £25 per day; or;
- (b) within 24 hours of the time on which the Job is due to commence, you will pay to us £50 per day, for the duration of the Job specified in clause 4.2(c) up to a maximum of 14 days.

5.4 We may cancel the Contract by notifying you by email and if we cancel the Contract we shall endeavour provide a substitute tradesperson to you for the duration of the Job.

5.5 If we cancel the Contract and are unable to provide a substitute tradesperson in accordance with clause 5.4, we shall not be liable unless we cancel the Contract:

- (a) within 48 hours of the time on which the Job is due to commence, in which case we will issue to you a credit note for the value of £25 per day; or;
- (b) within 24 hours of the time on which the Job is due to commence, in which case we will issue to you a credit note for the value of £50 per day,

for the duration of the Job specified in clause 4.2(c) up to a maximum of 14 days.

5.6 A credit note referred to in clause 5.4 may be used as partial payment for one or more new Jobs provided the maximum amount of:

- (a) £25 per day, if the cancellation was made in accordance with clause 5.5(a); or
- (b) £50 per day, if the cancellation was made in accordance with clause 5.5(b),

shall be applied, pro rata, against the total amount payable for each new Job.

6. Our obligations

6.1 Any descriptions or illustrations on our Platform are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

- 6.2 We will manage and make payments to the tradespersons.
- 6.3 We confirm that we will complete checks on the tradespeople to verify that they are able to work in the UK and are qualified in their areas of practice. These checks include obtaining:
- (a) two forms of photo identification;
 - (b) proof of any qualifications;
 - (c) proof of any insurance policies;
 - (d) a basic DBS check;
 - (e) professional references; and
 - (f) credit checks in respect of individual tradespersons and/or tradespersons providing services through a corporate entity.
- 6.4 All tradespersons are required to enter into our Tradespersons Agreement (a copy of which can be found at <https://blue24uk.com/terms-and-conditions> and to allow us to approach trading standards should we decide to do so.
- 6.5 We will use all reasonable endeavours to meet any performance dates specified in the Request Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

7. Your obligations

- 7.1 It is your responsibility to ensure that:
- (a) the terms of your request are complete and accurate;
 - (b) you co-operate with us in all matters relating to the Services;
 - (c) you provide the relevant tradespeople with access to the construction site and your premises, office accommodation and other facilities as they may reasonably require;
 - (d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (f) you comply with all applicable laws, including health and safety laws.
- 7.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause **7.1 (Your Default)**:
- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 16 (Termination);
 - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

8. Services in UK or RoI only

The Services are limited to Jobs located in the United Kingdom or the Republic of Ireland.

9. Charges

- 9.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 9.
- 9.2 The Charges are calculated as a percentage of the tradespersons' hourly or daily fee rate which is displayed on our Platform at the time you submit your order. We shall notify you of our Charges as part of the Request Confirmation.
- 9.3 If you wish to change the scope of the Job after you receive the Request Confirmation, and we agree to such a change, we may modify the Charges accordingly.
- 9.4 We take all reasonable care to ensure that the tradespeople's rates stated on the Platform are correct at the time when the relevant information was entered into the system.
- 9.5 Our Charges may change from time to time, but changes will not affect any Request you have already submitted.
- 9.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

10. How to pay

- 10.1 You will be directed to complete details of a payment debit or credit card on the Platform when registering. You agree to store your payment details on the Platform for the duration of each Job.
- 10.2 Payment for the Services is by direct debit. Your designated bank account will be charged automatically month once you have been sent the Request Confirmation
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- 10.4 Payment for the Services is by direct debit. Your designated bank account will be charged automatically each month.
- 10.5 We will send you an electronic invoice within two days of the beginning of the week following payment.
- 10.6 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 16 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 10.7 All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Complaints

If a problem arises or you are dissatisfied with our Services or the services of the tradesperson, you may use the complaints procedure on the Platform.

12. Rating a tradesperson

Following the completion of an engagement by you with a tradesperson on the Platform, you will be asked to provide feedback on the tradesperson on the Platform.

13. How we may use and store the confidential information you give us

13.1 We will use any confidential information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

13.2 We will ensure that your confidential information is securely stored.

14. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

14.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £500,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

14.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.3 Subject to clause 14.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract and, for the avoidance of doubt, in respect of any act or omission of the tradesperson, for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

14.4 Subject to clause 14.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 50% of the total Charges paid under the Contract.

14.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14.6 This clause 14 will survive termination of the Contract.

15. Confidentiality

15.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 15.2.

- 15.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

16. Termination

16.1 Without limiting any of our other rights, we may suspend the performance of the Services by limiting your access to the Platform, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

16.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

17. Events outside our control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

17.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the

charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

18. Payment of introduction fee

If, within three months of the end of any engagement of a tradesperson by you on the Platform, you engage such tradesperson directly or indirectly not on the Platform, you will pay us a one off introduction fee at the rate of 10 per cent of that tradesperson's gross annual salary or the equivalent of their annual salary if they are engaged for a fixed period of less than a year.

19. Communications between us

- 19.1 When we refer to "in writing" in these Terms, this includes email.
- 19.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 19.3 A notice is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 10.00 am on the second working day after posting; or
 - (c) if sent by email, at 10.00 am the next working day after transmission.
- 19.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 19.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

20. General

20.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

20.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

20.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

20.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.