

Blue24 Limited – terms and conditions for tradespeople

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 [PHONE NUMBER] or e-mail info@blue24uk.com. How to give us formal notice of any matter under the Contract is set out in clause 18.2.
- 1.3 We maintain worldwide professional liability insurance. Our compulsory insurer is CFC Underwriting Ltd, 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. Our services (**Services**) are set out in these Terms and include:

- (a) providing you with access to, and use of, the Platform, to register your details on the Platform
- (b) assisting you to manage your availability to provide services using the calendar feature on the Platform; and
- (c) the management of payments from contractors to you,
which enables contractors who require tradespeople for construction and building projects (**Jobs**) to identify and correspond with you with the intention of obtaining your services.

4. Using the Platform

- 4.1 You will register on the Platform by creating a profile of your services by completing your contact details, details of your experience, expertise and qualifications, your hourly and daily fee, whether you are VAT registered, on the Platform to allow you to correspond and engage with contractors on the Platform. We will verify the information which you provide to us on the Platform which will be stored in a secure, filing system.
- 4.2 When registering on the Platform, you will need to provide to us with the following documentation:
- (a) two forms of photo identification;
 - (b) proof of your qualifications;

- (c) proof of any insurance policies; and
 - (d) three professional references.
- 4.3 You may be engaged to provide services to a contractor on the Platform. If a contractor wishes to engage you for services for a Job, it will contact you on the Platform setting out:
- (a) the scope of the construction or building works and the type of work you will be required to do;
 - (b) the commencement date of the project and duration of the Job;
 - (c) the location(s) you will need to attend to complete the Job; and
 - (d) any special requirements related to the Job.
- 4.4 Each request from a contractor to you for services by you constitutes an offer by the contractor to engage your services on the Platform as specified in the request and subject to these Terms.
- 4.5 Please check the details of the request carefully before accepting it. You are responsible for ensuring that you are available and able to carry out the services which have been requested by the contractor.
- 4.6 Once you receive a request, you will be given an option to accept or to reject the request on the Platform. You may also contact the contractor on the Platform to obtain further details about the request.
- 4.7 If you accept the request, you agree to provide the services to the contractor as set out in the request.

5. Cancelling the Contract

- 5.1 Subject to clause 5.3, you may cancel the Contract, if you notify us as set out in clause 5.2 within 24 hours of your acceptance of the request. You cannot cancel the Contract once each project 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 project is due to commence, you will pay to us £25 per day; or;
 - (b) within 24 hours of the time on which the project is due to commence, you will pay to us £50 per day,
- 5.4 for the duration of the project specified in clause 4.3(b) up to a maximum of 14 days. We may cancel the Contract by notifying you by email without any liability to you 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 pay to you £25 per day; or;
 - (b) within 24 hours of the time on which the Job is due to commence, in which case we will pay to you £50 per day,
- for the duration of the Job specified in clause 4.3(b) up to a maximum of 14 days.

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 matter described in them. They will not form part of the Contract or have any contractual force.
- 6.2 We will complete checks on the you to verify that you are able to work in the UK and are qualified in your area(s) of practice. These checks include obtaining from you:
- (a) two forms of photo identification;
 - (b) proof of address;

(c) proof of any qualifications; and

(d) proof of any insurance policies.

6.3 We will obtain a basic DBS check and a credit check if you are providing services through a corporate entity.

6.4 We will request and manage payments from contractors and make payments to you.

6.5 All contractors are required to enter into our Contractors' 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.

7. Your obligations

7.1 It is your responsibility to ensure that:

(a) your contact and professional details provided on registration are correct, complete and accurate and kept up-to-date;

(b) you co-operate with us in all matters relating to the Services;

(c) 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;

(d) 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

(e) you comply with all applicable laws, including general and site specific 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 of Great Britain and Northern Ireland or the Republic of Ireland.

9. Charges

9.1 In consideration of us providing the Services, you acknowledge that we are entitled to charge the contractor a percentage uplift of your fees (**Charges**).

9.2 You agree that we shall recover such Charges from the contractor and you are not entitled to payment of such Charges.

10. Paying you

- 10.1 You will be directed to complete details of your business bank account on the Platform when registering. You agree that your bank account details will be securely stored on the Platform for the duration of each Job.
- 10.2 You will issue invoices to us on a fortnightly basis, or for Jobs lasting less than two weeks, at the end of the Job, for your services to any contractors for the proceeding two weeks.
- 10.3 Subject to clause 10.4, you will be paid following the end of each Job, or for Jobs last more than two weeks, fortnightly, in full by bank transfer to the bank account, details of which you have supplied on the Platform.
- 10.4 We reserve the right to withhold in full or in part payment to you if we have not received the corresponding payment from the contractor and until such time as the contractor pays us your fees in part or in full.
- 10.5 We will be liable to account to you in full for any interest in respect of your fees received from the contractor on any fees overdue and payable to you in accordance with this clause 10.
- 10.6 We may at any time, without notice to you, set off any liability of yours to us against any liability of ours to you, including but not limited to any amounts due by you under clause 5.3.

11. Disputes

If a problem arises or you are dissatisfied with our Services, you may use the disputes procedure on the Platform.

12. Rating a contractor

Following the completion of an engagement between you and a contractor on the Platform, you will be asked to provide feedback on the contractor 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 contractor, 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 provide the services to the contractor without cause;
 - (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. Communications between us

18.1 When we refer to "in writing" in these Terms, this includes email.

18.2 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.

18.3 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.

18.4 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.

18.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

19. General

19.1 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.

19.2 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).

19.3 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.

19.4 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.

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

19.6 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.