



Tradesperson Terms & Conditions

1. Introduction

- 1.1 We are MyBuilder Limited, registered in England with registration number 05272398 at 100 St. John Street, London EC1M 4EH, trading as “MyBuilder”. You can Contact Us if you have any questions or enquiries about these terms and conditions or the MyBuilder Platform.
- 1.2 These terms and conditions apply to Tradespeople on the MyBuilder Platform, our online marketplace. For the previous version of these terms and conditions as well as the dates they applied, see [here](#).
- 1.3 By accessing and then choosing to use the MyBuilder Platform to offer your services, you are bound by the terms of this Agreement. If you do not agree to be bound by this Agreement, you must not use or access the MyBuilder Platform.

2. Definitions

- 2.1 In this Agreement the following words and phrases shall have the following meanings:

“**Account Credit**” means a balance of funds granted to your Trade Account that you can apply towards the payment of Shortlist Fees.

“**Account Owner**” means the individual sole trader or registered business entity that has financial responsibility for a Trade Account, the ability to nominate the Trade Account Contact and the responsibility of the Trade Account’s usage.

“**Agreement**” means these Tradesperson terms and conditions as well as the MyBuilder Policies applicable to Tradespeople.

“**Contact Us**” means contacting us via the form used for contacting MyBuilder available [here](#) or by emailing us at info@mybuilder.com.

“**Content**” means all postings, messages, text, files, images, photos, video, sounds, or other materials or communications posted on or via the MyBuilder Platform by you, including without

limitation messages sent to MyBuilder employees, responses to Feedback and whenever you Contact Us.

"Customer" means any person who submits or publishes a Job on the MyBuilder Platform for Tradespeople to view and Express Interest in and/or any person who posts a question on "Ask a Tradesperson".

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to either you or us relating to the use of personal data (as defined in the UK GDPR) (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to either you or us.

"Derived Materials" has the meaning given in clause 7.4.

"Express Interest" means to contact, quote or message a Customer found via the MyBuilder Platform or Shortlisting yourself for a Job.

"Feedback" means reviews and feedback posted by Customers during a Job or after a Job has been completed, or reviews from your previous customers as permitted by MyBuilder.

"Job" means a project/job submitted by a Customer on the MyBuilder Platform.

"Lead" means a Job which we give you the opportunity to Express Interest in.

"Materials" means content, data or information (including trade marks and branding) you provide to us in connection with you and your services (but excluding Derived Materials).

"MyBuilder" ("us", "we", "our" and "ours") means MyBuilder Limited, a company registered in England with registration number 05272398 at 100 St. John Street, London EC1M 4EH.

"MyBuilder Platform" means the website mybuilder.com (or any other domain owned and controlled by MyBuilder from time to time), any web or mobile app hosted by MyBuilder from time to time and all the pages, Content, sub-domains and tools contained therein.

"MyBuilder Policies" means the information on our policies and procedures as well as answers to common queries available at <https://support.mybuilder.com/s> (as updated from time to time).

"Service Agreement" means any agreement reached between you and a Customer concerning the services to be performed by you for the Customer in any form, including a verbal exchange, telephone, SMS, email or in the form of a written statement/contract.

"Shortlist" and **"Shortlisting"** and **"Shortlisted"** means an event where a Customer chooses to share their contact details with a Tradesperson via the MyBuilder Platform or where a Tradesperson chooses to shortlist themselves by selecting the "shortlist me" option.

"Shortlist Fee" means the agreed amount owed by you to MyBuilder when contact details are exchanged as a result of you being Shortlisted for a Job.

"Tax" means all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction (including, for the avoidance of doubt, National Insurance contributions in the UK and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating to it (including interest and penalties arising from the failure of MyBuilder to make adequate instalment payments under the Corporation Tax (Instalments Payments) Regulations 1998 (SI 1998/3175) in any period ending on or before Completion).

"Tax Authority" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect Tax in the UK or elsewhere.

"Trade Account" means your online Tradesperson profile registered on the MyBuilder Platform.

"Trade Account Contact" means the person who is named on the Trade Account and has day-to-day control over usage of the Trade Account, including activities such as Expressing Interest in Leads and communicating with Customers.

"Tradespeople" and **"Tradesperson"** means any business, partnership or sole trader who registers on the MyBuilder Platform in order to connect with Customers.

"VAT" means value added tax or equivalent tax in any other jurisdiction.

"You" means the Tradesperson entering into this Agreement in order to make use of the MyBuilder Platform.

3. **Becoming a Tradesperson**

- 3.1 You can apply for a Trade Account on the MyBuilder Platform by submitting a registration form. When you apply, we will ask you to:
 - 3.1.1 provide information about you, your services and, to the extent applicable, your company;
 - 3.1.2 complete an evaluation for each trade you apply for;
 - 3.1.3 verify your identity; and
 - 3.1.4 provide such other information or documentation as we may reasonably request.
- 3.2 You guarantee to us that:
 - 3.2.1 you are, and will remain, established in the United Kingdom and provide your services in the United Kingdom only;
 - 3.2.2 the information you provide to us in connection with your application is complete and accurate and you will promptly notify us of any changes to such information and keep your Trade Account information up to date at all times;
 - 3.2.3 you will not in the course of your business hold yourself out as having qualifications or expertise that you do not have;
 - 3.2.4 any documents you submit to us or to the MyBuilder Platform are genuine documents or true copies of genuine documents.
- 3.3 We may at our option and at any time require you to promptly provide us with reasonable evidence that any information you have given us is true and up to date and that such information and your behaviour is in compliance with this Agreement. We can suspend or restrict your Trade Account until you have supplied this evidence, and we can end this Agreement if you do not comply with our requests.
- 3.4 You permit us to collect information about you and in connection with your performance of this Agreement and disclose it to tax or other governmental or regulatory authorities if asked to so or as required by law or for compliance with our legal or regulatory obligations.
- 3.5 You will ensure that:
 - 3.5.1 all notices, returns (including any land transaction returns), reports, accounts, computations, statements, assessments, claims, disclaimers, elections and registrations and any other necessary information which should be submitted by you to any Tax

Authority for the purposes of Tax and VAT will be made on a proper basis, submitted within applicable time limits and will be accurate and complete in all material respects;

- 3.5.2 all Tax and VAT (whether of the UK or elsewhere), which you are liable to account for will be duly paid (insofar as such Tax ought to have been paid);
 - 3.5.3 you will maintain complete and accurate records, invoices, elections, statements and other information in relation to Tax and VAT that meet all legal requirements and enable your Tax (and deferred tax) liabilities to be calculated accurately in all material respects; and
 - 3.5.4 all Tax deductible under the PAYE system, the Construction Industry Scheme and/or any other Tax statute have been and will be deducted from all payments made (or treated as made) by you.
- 3.6 You represent and warrant that you will include in your Trade Account all the information about you and your services that is needed to comply with consumer protection law, as well as any relevant safety information about your services. You are responsible for making sure you comply with the law.

4. Use of the MyBuilder Platform

- 4.1 You agree to use the MyBuilder Platform for advertising and selling your services, communicating with us and your Customers and in a way that does not infringe the rights of, restrict, or inhibit any other user's use and enjoyment of the MyBuilder Platform.
- 4.2 You guarantee to us that:
 - 4.2.1 when using the MyBuilder Platform, you are operating in your business capacity as a sole trader, partnership, limited liability company, limited liability partnership, corporation or other business entity;
 - 4.2.2 you (and anyone who works for you or who you work with) have the unrestricted right to work in the United Kingdom;
 - 4.2.3 you have any and all insurance required to operate your business and provide your services, including having others working with or for you;
 - 4.2.4 you will honour your commitments to Customers, including by responding to Shortlisting promptly, performing the Job as agreed with the Customer and providing timely, high-quality services to your Customers;

- 4.2.5 you will at all times meet the quality criteria set out in the [Quality Standard](#) as may be amended from time to time; and
 - 4.2.6 you will only offer and provide services for which you have the necessary skills and expertise, and provide these services safely and in accordance with all applicable law.
- 4.3 You agree to use all reasonable security practices to prevent unauthorised access or damage to the MyBuilder Platform. These practices include but are not limited to:
- 4.3.1 making sure any devices you use to access the MyBuilder Platform have up to date anti-virus protection and not introducing any viruses into the MyBuilder Platform;
 - 4.3.2 ensuring that your log-in details and passwords for your Trade Account are only used by you or your authorised employees and subcontractors; and
 - 4.3.3 telling us immediately if you think that your log-in details, passwords or other Trade Account information is being or may be used in an unauthorised way or that the security of the MyBuilder Platform has been compromised in any way.
- 4.4 Except as permitted by applicable law which you and we cannot agree to exclude, you shall not:
- 4.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the MyBuilder Platform in any form or media or by any means;
 - 4.4.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the MyBuilder Platform;
 - 4.4.3 access all or any part of the MyBuilder Platform to build a competing product or service;
 - 4.4.4 create multiple accounts as a Tradesperson without our written consent;
 - 4.4.5 in any way attempt to use systems or methods suitable for circumventing or avoiding the payment of the Shortlist Fee, for example by sharing your contact details before being Shortlisted;
 - 4.4.6 use any data from the MyBuilder Platform for the development of any software programme (including but not limited to training a machine learning or artificial intelligence system); or

4.4.7 use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) (“**AI Tools**”) to scrape, harvest, or download data from the MyBuilder Platform.

4.5 We aim to make the MyBuilder Platform available to you and to Customers on a 24/7 basis. We reserve the right to take the MyBuilder Platform or any part of it offline as reasonably required for routine and emergency maintenance and repairs. We will aim to give you as much notice of such downtime as may be reasonable. All communications using the internet may be affected by events outside our reasonable control.

4.6 You understand that in providing the MyBuilder Platform we are reliant on services supplied by third party providers. To the extent permitted by law, we will be excused for default or delay of performance and will have no liability to the extent that such default or delay is caused by any defect or deficiency in any products or services provided by any third party provider.

5. **Content**

5.1 You are responsible for all Content that you upload to, communicate or make available via the MyBuilder Platform. Such Content:

5.1.1 must not be contrary to applicable law and regulations or be unlawful;

5.1.2 must not include any profanities, any racial slurs, sexist remarks or any other rude, abusive or offensive language;

5.1.3 must not include your contact details or links to any other websites until you have been Shortlisted.

If you post any Content which we consider is in violation of this clause 5.1 we have the right to suspend or terminate your access to the MyBuilder Platform in accordance with clause 17.1.

5.2 You understand that MyBuilder does not pre-screen or approve Content. However, MyBuilder shall have the right but not the obligation and at its sole discretion to monitor, remove or alter any Content that is available on the MyBuilder Platform for any reason whatsoever.

6. **Ranking**

6.1 The display of your Trade Account in the profile search is ranked by us using an algorithm based on various parameters. We have set out below the main parameters taken into account in order to improve the predictability of the ranking and help you optimise the presentation of your Trade

Account and services. The following parameters determine your ranking and are set out below in order of importance and weighting applied:

- 6.1.1 **Relevance:** only those Tradespeople who offer the specific trades and/or services requested in a particular Job are displayed in the ranking list.
 - 6.1.2 **Geographical proximity:** it is generally important for the Customer to find a Tradesperson who is not too far away from the location of the Job, because a short distance usually leads to faster availability of the Tradesperson and lower costs for the Customer.
 - 6.1.3 **Customer Feedback:** Feedback from Customers can be a valuable indication for the Customer as to whether these Customers have been satisfied with your services and behaviour in the past. The better your rating, the higher up you will appear in the ranking for the Customer.
 - 6.1.4 **Interactions with Customers:** your activity on the MyBuilder Platform can indicate how quickly you Express Interest in Leads, Shortlisting and other communications. We therefore evaluate how many replies you sent in the week before the Job was created by the Customer and whether these replies related to comparable Jobs. The higher the number of answers, the higher up you will appear in the ranking for the Customer.
 - 6.1.5 **Randomisation:** we want to ensure that even Tradespeople who have only been active on the MyBuilder Platform for a short time and therefore have a lower chance of scoring on the other ranking parameters have a chance of getting the Job. We therefore allow a Tradesperson who has been active on the MyBuilder Platform for 2 months or less to be ranked higher than they otherwise would be based on our ranking parameters. This is a purely random selection of the Tradesperson and the place that they appear except for them appearing higher than they otherwise might be. These new Tradespeople will also be ranked according to the main parameters mentioned above.
- 6.2 Neither the ranking we carry out nor your position in any ranking can be influenced directly or indirectly by the payment of any fees.

7. **Intellectual Property**

- 7.1 MyBuilder is the owner or licensor of all the intellectual property rights in and relating to the MyBuilder Platform, including the designs, text, database, graphics and layouts. We grant you a limited, non-exclusive, non-transferable licence to access and use the MyBuilder Platform for the purposes set out in this Agreement.

- 7.2 You may use the MyBuilder logo whilst you have an active Trade Account. In the event that your Trade Account is terminated for any reason, you must remove the MyBuilder logo and any reference to your previous affiliation with MyBuilder from all marketing/information material as soon as possible and in any event within 28 days of such termination.
- 7.3 In the event that you use any of the intellectual property owned by MyBuilder other than as expressly set out in this Agreement, we may suspend or terminate your Trade Account and we reserve all rights to take the appropriate legal action against you.
- 7.4 You grant us a non-exclusive, worldwide, royalty-free, perpetual licence to use, host, reproduce, display and publish your Materials for the purposes of (a) the provision of the MyBuilder Platform (including improvements and enhancements thereto); (b) advertising your services on the MyBuilder Platform, and (c) the creation, development or production of analysis, data, improvements, enhancements and new or improved features and functionalities (“**Derived Materials**”). You agree that we may use AI Tools to create Derived Materials. Except as stated in this Agreement, we won't acquire any rights to your Materials and any goodwill generated by our use of your Materials on the MyBuilder Platform or through our marketing activities will accrue to you.
- 7.5 As soon as reasonably possible after this Agreement ends we will stop all use of your Materials on the MyBuilder Platform. Notwithstanding this, we reserve the right to continue using your Materials in order to comply with our own regulatory, legal and internal compliance purposes.

8. **Confidentiality**

- 8.1 Neither you nor we (the “**Recipient**”) shall at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other (the “**Discloser**”) or of any member of the group of companies to which the Discloser belongs, except:
- 8.1.1 to the Recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with this Agreement. The Recipient shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Discloser's confidential information comply with this clause 8;
- 8.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.2 The Recipient shall not use the Discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement (including complying with its legal and regulatory obligations).

9. **Data Protection**

9.1 We and you are both a data controller as defined under the Data Protection Legislation.

9.2 We each agree to comply with all Data Protection Legislation relevant to each of us as a data controller.

9.3 We will only use your personal data as set out in our Privacy Policy for Tradespeople, available at [Privacy Policy | MyBuilder](#), as updated from time to time.

9.4 You agree that you shall:

9.4.1 only use any personal data shared with you by us directly or via the MyBuilder Platform, including Customer personal data ("**Personal Data**") for the purposes of carrying out the agreed services for that Customer and complying with your contractual, legal and regulatory obligations (the "**Agreed Purposes**");

9.4.2 use appropriate measures to keep all Personal Data safe and secure;

9.4.3 not disclose the Personal Data to any third party other than as strictly necessary for the Agreed Purposes;

9.4.4 promptly inform us if you receive any data subject rights request;

9.4.5 provide us with reasonable assistance in complying with any data subject rights request;

9.4.6 not disclose, release, amend, delete or block any Personal Data in response to a data subject rights request without first consulting us wherever possible;

9.4.7 assist us in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

9.4.8 notify us without undue delay on becoming aware of any breach of the Data Protection Legislation;

9.4.9 maintain complete and accurate records and information to demonstrate your compliance with this clause 9; and

9.4.10 notify us without undue delay on becoming aware of any loss of, unauthorised use of or unauthorised access to any Personal Data.

10. **Leads, Jobs and Customer communications**

10.1 You can Express Interest in a Lead by sending the relevant Customer an introduction message. The Customer can either decline or add you to their Shortlist, or you can choose to select, if available, the “shortlist me” button. If you are added to the Customer’s Shortlist, you will automatically receive their contact details to get in touch directly.

10.2 You agree to pay MyBuilder a non-refundable (subject to clause 12.8) Shortlist Fee every time you are Shortlisted for a job through the MyBuilder Platform. The Shortlist Fee (excluding VAT) is clearly displayed in relation to each Lead, and will also be clearly displayed as you Express Interest in a Lead or a Job. Each Shortlist Fee is calculated based on the likely size, value and location of the Job.

10.3 You understand that MyBuilder cannot influence the outcome of any particular Shortlisting and does not guarantee that you will be able to quote or secure work for Jobs you are Shortlisted for.

10.4 You agree that you shall not attempt to obtain a Customer’s contact details or otherwise exchange contact details with the Customer outside of the MyBuilder Platform (including directing a Customer to your own website for such purpose) in order to avoid paying the Shortlist Fee. Any breach of this clause 10.4 shall give rise to our right to terminate this Agreement in accordance with clause 17.1.1.

10.5 Your interactions (including quotes, payment and delivery of goods or services and/or any other terms of your Service Agreements) with Customers found through the MyBuilder Platform are solely between you and such Customers.

10.6 You agree that MyBuilder shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such interactions. If there is a dispute between you and a Customer, between you and another Tradesperson or between you and any third party, you understand and agree that MyBuilder is under no obligation to become involved.

10.7 In the event that you do have a dispute with a Customer or with another Tradesperson, you hereby release MyBuilder, its officers, employees, agents and successors in rights from any and all losses, claims, demands and damages (actual and consequential) of every kind or nature,

known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes other than to the extent arising from our breach of this Agreement. Nothing in this clause 10.7 limits or excludes either party's liability for anything which cannot be limited or excluded.

10.8 MyBuilder will not be involved or held liable for any Service Agreement between you and the Customer and MyBuilder is not a party to any Service Agreement, contract or other agreement that may arise between you and the Customer as a result of your use of the MyBuilder Platform. Accordingly, we are not liable for any loss or damage that you incur resulting from any such agreement. This clause shall survive the termination of this Agreement.

11. Customer Feedback

11.1 You acknowledge that you will be subject to Feedback from Customers if, after Expressing Interest, a Service Agreement has been agreed to carry out some or all of the Job advertised and that Job has started and/or any money has been paid to you. You will be offered an opportunity to respond to any Feedback.

11.2 You shall not:

11.2.1 submit or procure any Feedback falsely posing as a genuine Customer;

11.2.2 allow or encourage Feedback for which you have paid or otherwise incentivised the originator of such Feedback; or

11.2.3 commission or procure any false or misleading Feedback.

11.3 You acknowledge and agree that MyBuilder is not responsible for any Feedback that your Customers post, nor for any harm done by such Feedback or the legality or accuracy of such Feedback. Notwithstanding this, we perform a number of checks on Feedback with the aim of ensuring that Feedback is authentic and posted by a genuine Customer and we may remove Feedback that appears to be fake or fraudulent, or at the request of the author of such Feedback, at our sole discretion.

12. Payment Terms

12.1 We will send you an invoice to your Trade Account and an invoice payment notification to your designated email address on a (subject to clause 12.2) not less than weekly basis for all Shortlist Fees incurred since the previous invoice. Each invoice shall be due and payable on the date of

that invoice or otherwise in accordance with the terms of that invoice. Payment reminders may be issued by email, SMS and/or by push notification.

- 12.2 We reserve the right to issue invoices earlier or more frequently in the event that you breach our payment terms or reach a certain limit. We will inform you of such breach or limit when we issue you with an invoice.
- 12.3 You understand that we only accept payment for invoices online by credit or debit card. When you apply for your Trade Account you will be required to provide card details and you authorise, and confirm to us that you have the rights to authorise MyBuilder to automatically collect payment from that card on the due date of each invoice. We may introduce additional payment methods from time to time and we will inform you when we do so along with any additional terms and conditions applicable to that payment method.
- 12.4 If your Trade Account pre-dates 26 February 2024, you may have a legacy manual payment mechanism, and if you do, we will not automatically collect payment in accordance with clause 12.3. However, you must still make payment of each invoice on the due date of that invoice as set out in clause 12.1. Once your designated payment card expires, or if you want to update your payment card or payment method, you will be required to move to the automated payment method.
- 12.5 We reserve the right to charge interest on any overdue amounts at a rate of 4% 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%, from when the overdue sum became due until it is paid. If your account has an invoice which is still overdue fifteen days after the date of such invoice, we will be entitled to suspend your Trade Account and your access to the MyBuilder Platform on notice to you in accordance with clause 17.3 until the outstanding amounts have been paid in full.
- 12.6 MyBuilder may designate or change any third-party provider to accept payment of your invoice at any time.
- 12.7 It is your responsibility to keep a copy of all your invoices securely. MyBuilder does not accept any responsibility for your record-keeping duties owed to any third party including, but not limited, to HM Revenue and Customs.
- 12.8 Any decision to issue a refund is made in line with the MyBuilder Policies (that may be changed from time to time) and made at our sole discretion. Any refund that is offered to you will only be provided by way of Account Credit.

13. **Account Credit**

- 13.1 From time to time, MyBuilder may offer you Account Credit. Account Credit cannot be exchanged or returned for cash and cannot be transferred to any other Trade Account.
- 13.2 If your Trade Account has Account Credit, each time you incur a Shortlist Fee the balance of such Account Credit will be reduced by the value of the Shortlist Fee for the relevant Lead. If the Shortlist Fee is not fully paid by your Account Credit, an invoice will be issued for the remaining amount.
- 13.3 The Account Credit will be provided to you with an expiry date or if not provided, the expiry date shall be 12 months from issue. When an expiry date is reached, any Account Credit remaining will expire and will be removed from your account balance.

14. **Failed & Disputed Payments**

- 14.1 If you have a question about a charge on your credit or debit card, you can Contact Us.
- 14.2 Should any payment method you use fail or is later reclaimed by the bank or card issuer you shall repay the fee using an alternative method as well as pay any costs incurred by us and we reserve the right to charge a £20 + VAT administration fee.

15. **Liability and claims**

- 15.1 Liability shall not be limited:

15.1.1 by either party in respect of:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by law, and

15.1.2 by you in respect of your liability to us under clauses 15.3 and 15.4.

- 15.2 Subject to clause 15.1, MyBuilder is responsible for losses you suffer caused by us breaching this Agreement unless the loss is:

15.2.1 unexpected or unforeseeable. It was not obvious that it would happen and nothing you said to us before entering into this Agreement meant we should have expected it;

15.2.2 caused by a delaying event outside our control. As long as we have taken the steps set out in clause 20.1, we're not responsible for delays outside our control;

15.2.3 avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us;

15.2.4 a loss of business, profit, goodwill or opportunity.

15.3 If any third party, including without limitation a Customer, any regulator, any Tax Authority or any other third party rights holder, makes a claim or takes any kind of action against us in connection with:

15.3.1 your services and their supply through the MyBuilder Platform;

15.3.2 Content you've uploaded to or otherwise distributed through the MyBuilder Platform, including without limitation your Trade Account, responses to Feedback, your communications with Customers, advertising, and any omissions or inaccuracies in such Content;

15.3.3 things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us;

15.3.4 things you have or haven't done including but not limited to any breach of this Agreement,

(each a **"Third Party Claim"**),

then you must, at our option and as we request, either help us defend or deal with the Third Party Claim or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

15.4 You must pay us an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges) and all interest, penalties and legal costs and all other reasonable professional costs and expenses we incur out of or in connection with any Third Party Claim.

15.5 If our provision of the MyBuilder Platform directly and on its own causes damage to a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to

apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. **Change of Account Ownership and Trade Account Contact**

16.1 There are only limited circumstances in which an Account Owner or a Trade Account Contact can be changed to a different person or legal entity. At no time may an Account Owner or Trade Account Contact be changed to an individual or organisation not associated with the Account Owner.

16.2 In the event that an Account Owner is a limited company/partnership and that limited company is dissolved or partnership is terminated, you agree to Contact Us to let us know immediately.

16.3 All Account Owner and Trade Account Contact changes are made at our sole discretion, in line with our internal policy that may be changed from time to time.

17. **Termination and Suspension**

17.1 We can end this Agreement and your right to use the MyBuilder Platform for any of the following reasons:

17.1.1 you have breached this Agreement or any part of this Agreement, including the MyBuilder Policies;

17.1.2 you have not paid one of our invoices by the due date;

17.1.3 you've become insolvent or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under this Agreement is at risk;

17.1.4 you receive legitimate negative Feedback from Customers;

17.1.5 you do not meet the quality criteria contained in the [Quality Standard](#);

17.1.6 we reasonably consider that you continuing to offer your services via the MyBuilder Platform could expose the MyBuilder Platform to disrepute, contempt, scandal or ridicule, or would reflect unfavourably on MyBuilder's reputation or the other Tradespeople;

- 17.1.7 we decide to stop providing the MyBuilder Platform or to stop selling your type of products on the MyBuilder Platform;
- 17.1.8 we reasonably determine, or receive information or notice from a Tax Authority, that you are not meeting your tax obligations.
- 17.2 We will give you at least thirty (30) days' notice that we are ending this Agreement as set out above, unless:
 - 17.2.1 our legal, regulatory or tax obligations require us to end this Agreement sooner;
 - 17.2.2 it is necessary for us to end this Agreement sooner or immediately, including (without limitation) if we reasonably believe that you present a danger to Customers or are acting fraudulently; or
 - 17.2.3 you have repeatedly breached this Agreement.
- 17.3 Without prejudice to clause 17.1, we may suspend your access to the MyBuilder Platform at any time if any fees are overdue or if we believe there is a legal, regulatory, security or reputational risk to MyBuilder, the MyBuilder Platform, the Customers or other Tradespeople.
- 17.4 If we suspend or terminate your Trade Account and/or access to the MyBuilder Platform, we will in most cases provide you with a statement of reasons on a durable medium for such suspension or termination at the time of such suspension or termination setting out the specific facts or circumstances which led to our decision and the grounds on which we are suspending or terminating your Trade Account or access. However, we won't give you such a statement if:
 - 17.4.1 we're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons; or
 - 17.4.2 you have repeatedly breached this Agreement.
- 17.5 You agree that MyBuilder shall have no liability to you or any third party for any termination or suspension of your access to the MyBuilder Platform.
- 17.6 You agree not to attempt to use the MyBuilder Platform after this Agreement has been terminated or if your access to the MyBuilder Platform has been suspended.
- 17.7 In the event of termination or withdrawal of this Agreement, for any reason, the Tradesperson's obligation to pay amounts already accrued and due to MyBuilder do not cease.

17.8 You may stop using the MyBuilder Platform at any time. This Agreement will end when you have paid all outstanding invoices and then Contact Us to inform us that you no longer wish to use the MyBuilder Platform.

18. **Changes**

18.1 We will let you know via email, message on the MyBuilder Platform or another durable medium about any changes we are making to this Agreement, unless they are minor amendments which do not alter the content or meaning of this Agreement. We will normally give you fifteen (15) days' notice before such changes take effect.

18.2 We will give you more notice if a change we are making impacts on the way you carry out your business or services.

18.3 We won't give you advance notice in limited circumstances if we have to make a change with immediate effect, such as for legal or regulatory reasons or to protect the MyBuilder Platform, Tradespeople or Customers from fraud, malware, data breaches or other security risks.

18.4 If you do not want to accept the changes we are making, you may end this Agreement in accordance with clause 17.7.

19. **Complaints and disputes**

19.1 If you have a complaint about the MyBuilder Platform or the way we have treated you (including if you disagree with our suspension or termination of your Trade Account or access to the MyBuilder Platform), please Contact Us.

19.2 We will deal with your complaint within a reasonable time frame depending on the complexity and scope of the complaint. If we have any questions about your complaint, we will ask you questions as part of the process. Both you and we agree to try to resolve all complaints by amicable and reasonable discussion. If the complaint cannot be resolved in this way, either of us can request mediation in accordance with clause 19.3, and in addition either party may bring legal action at any time in accordance with clause 20.8.1.

19.3 Either party can request that any dispute between us be referred to the Centre for Effective Dispute Resolution ("**CEDR**") through their website at www.cedr.com/submit-a-complaint/. CEDR does not charge you for making a complaint. Each party agrees to act in good faith when considering any requests for mediation and when engaging in mediation.

- 19.4 We may refuse mediation of a dispute which has previously been mediated if the mediator determined you were not acting in good faith in that dispute. We may also refuse mediation of any dispute connected to other disputes in which a mediator has repeatedly found in our favour.
- 19.5 We will bear a reasonable and proportionate amount of the total costs of any mediation, taking into account all relevant elements of the dispute, as determined by the mediator.
- 19.6 Information on the number of complaints submitted, the main types of complaints, the average time taken to process complaints and aggregated information on the outcome of complaints can be found [here](#).

20. **Other important terms**

20.1 Force majeure

20.1.1 Neither you nor we shall be in breach of this Agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for thirty (30) days, the party not affected may end this agreement by giving ten (10) days' prior written notice. The party affected shall take reasonable steps to prevent or minimise any delay or non-performance.

20.2 Assignment

20.2.1 We can transfer this Agreement with you, so that a different organisation is responsible for supplying the MyBuilder Platform. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under this Agreement.

20.3 Entire agreement

20.3.1 This Agreement constitutes the entire agreement between you and us in relation to the provision of the MyBuilder Platform. Both you and we acknowledge that in entering into this Agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.4 Third party rights

20.4.1 Nobody else has any rights under this Agreement. This Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

20.5 Invalidity

20.5.1 If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

20.6 Waiver

20.6.1 Even if we delay in enforcing this Agreement, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

20.7 Severance

20.7.1 If any provisions hereof are held to be illegal or unenforceable, such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated.

20.8 Governing Law & Jurisdiction

20.8.1 This Agreement shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the jurisdiction of the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can also claim against you in the courts of the country you live in.

Updated: 26 February 2024

Customer Terms and Conditions

1. Introduction

- 1.1 We are MyBuilder Limited, registered in England with registration number 05272398 at 100 St. John Street, London EC1M 4EH, trading as “MyBuilder”. You can Contact Us if you have any questions or enquiries about these terms and conditions or the MyBuilder Platform.
- 1.2 These terms and conditions apply to Customers using the MyBuilder Platform, our online marketplace. For the previous version of these terms and conditions as well as the dates they applied, see [here](#).
- 1.3 By accessing and then choosing to use the MyBuilder Platform to search for services, you agree to comply with and be bound by the terms of this Agreement as set out below. If you do not agree to be bound by this Agreement, you must not use or access the MyBuilder Platform.

2. Definitions

- 2.1 In this Agreement the following words and phrases shall have the following meanings:

“**Agreement**” means these Customer terms and conditions.

“**Contact Us**” means contacting us via the form used for contacting MyBuilder available [here](#) or by emailing us at info@mybuilder.com.

“**Content**” means all postings, messages, text, files, images, photos, video, sounds, or other materials posted on the MyBuilder Platform by you including without limitation messages sent to MyBuilder employees, responses to Feedback and whenever you Contact Us.

“**Customer**” means any person who submits or publishes a Job on the MyBuilder Platform for Tradespeople to view and Express Interest in and/or any person who posts a question on “Ask a Tradesperson”.

“**Customer Account**” means your online account on the MyBuilder Platform.

“**Customer Privacy Policy**” means the privacy policy available at <https://www.mybuilder.com/privacy-policy#policy-for-customers>, as updated or amended from time to time.

"Express Interest" means when a Tradesperson contacts or messages you or provides you with a quote via the MyBuilder Platform or Shortlists themselves for your Job.

"Feedback" means reviews and feedback posted by Customers during a Job or after a Job has been completed, or reviews from a Tradesperson's previous customers as permitted by MyBuilder.

"Job" means a project / job submitted by you to the MyBuilder Platform.

"MyBuilder" ("us", "we", "our" and "ours") means MyBuilder Limited, a company registered in England with registration number 05272398 at 100 St. John Street, London EC1M 4EH.

"MyBuilder Platform" means the website mybuilder.com (or any other domain owned and controlled by MyBuilder from time to time), any web or mobile app hosted by MyBuilder from time to time and all the pages, Content, sub-domains and tools contained therein.

"Service Agreement" means any agreement reached between a Tradesperson and a Customer concerning the services to be performed. A Service Agreement can be reached by; a verbal exchange, telephone, SMS, email or in the form of a written statement/contract.

"Shortlist" means your choice to add a Tradesperson to your shortlist for a particular Job via the MyBuilder Platform or a Tradesperson choosing to shortlist themselves for a particular Job.

"Tradespeople" and **"Tradesperson"** means any business, partnership or sole trader who registers on the MyBuilder Platform in order to connect with Customers.

"You" means the Customer signing up to use the MyBuilder Platform in accordance with this Agreement.

3. Use of the MyBuilder Platform

3.1 You agree to use the MyBuilder Platform for posting Jobs, searching for and connecting with Tradespeople, communicating with us and Tradespeople and in a way that does not infringe the rights of, restrict, or inhibit any other user's use and enjoyment of the MyBuilder Platform.

3.2 You agree to use all reasonable security practices to prevent unauthorised access or damage to the MyBuilder Platform. These practices include but are not limited to:

3.2.1 making sure any devices you use to access the MyBuilder Platform have up to date anti-virus protection and not introducing any viruses into the MyBuilder Platform;

- 3.2.2 ensuring that your log-in details and passwords for your Customer Account:
 - (a) are only used by you; and
 - (b) are not shared between users; and
- 3.2.3 telling us immediately if you think that your log-in details, passwords or other Customer Account information is being or may be used in an unauthorised way or that the security of the MyBuilder Platform has been compromised in any way.
- 3.3 Except as permitted by applicable law which you and we cannot agree to exclude, you shall not:
 - 3.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the MyBuilder Platform in any form or media or by any means;
 - 3.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the MyBuilder Platform;
 - 3.3.3 access all or any part of the MyBuilder Platform to build a competing product or service;
 - 3.3.4 create multiple accounts;
 - 3.3.5 use any data from the MyBuilder Platform for the development of any software programme (including but not limited to training a machine learning or artificial intelligence system); or
 - 3.3.6 use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to scrape, harvest, or download data from the MyBuilder Platform.
- 3.4 We aim to make the MyBuilder Platform available to you and to Tradespeople on a 24/7 basis. We reserve the right to take the MyBuilder Platform or any part of it offline as reasonably required for routine and emergency maintenance and repairs. We will aim to give you as much notice of such downtime as may be reasonable. All communications using the internet may be affected by events outside our reasonable control.
- 3.5 You understand that in providing the MyBuilder Platform we are reliant on services supplied by third party providers. To the extent permitted by law, we will be excused for default or delay of performance and will have no liability to the extent that such default or delay is caused by any defect or deficiency in any products or services provided by any third party provider.

4. Content

4.1 You are responsible for all Content that you upload to, communicate or make available via the MyBuilder Platform. Such Content must not include any profanities, any racial slurs, sexist remarks or any other rude, abusive or offensive language, or your contact details or links to any other websites. If you post any Content which we consider is in violation of this clause 4.1 we have the right to suspend or terminate your access to the MyBuilder Platform in accordance with clause 10.1.

4.2 You understand that MyBuilder does not pre-screen or approve all Content. However, MyBuilder shall have the right but not the obligation and at its sole discretion to monitor, remove or alter any Content that is available on the MyBuilder Platform for any reason whatsoever. For more information on Feedback please see clause 8.

5. Intellectual Property

5.1 MyBuilder is the owner or licensor of all the intellectual property rights in and relating to the MyBuilder Platform, including the designs, text, database, graphics and layouts as well as the Derived Materials. We grant you a limited, non-exclusive, non-transferable licence to access and use the MyBuilder Platform for the purposes set out in this Agreement.

5.2. In the event that you use any of the intellectual property owned by MyBuilder other than as expressly set out in this Agreement, we may suspend or terminate your Customer Account and we reserve all rights to take the appropriate legal action against you.

6. Data Protection

6.1 MyBuilder is a data controller of the personal data you provide to us and we collect about you in the course of our provision of the MyBuilder Platform to you.

6.2 We will process your personal data as set out in our Customer Privacy Policy, as updated or amended by us from time to time.

7. Posting Jobs and engaging Tradespeople

7.1 You can post a Job on the MyBuilder Platform to find suitable Tradespeople near you. Our matching system will then identify and alert relevant Tradespeople, who can then Express Interest in your Job. You can review interested Tradespeople by reading their profiles, work history and Feedback. Your contact details will then be shared with any Tradesperson you add to your

Shortlist. We cannot guarantee that any particular Tradespeople will Express Interest in your Job or your enquiries.

- 7.2 Your interactions (including quotes, payment and receipt of goods or services and/or any other terms of your Service Agreements) with Tradespeople found through the MyBuilder Platform are solely between you and such Tradespeople.
- 7.3 You agree that MyBuilder shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such interactions. If there is a dispute between you and a Tradesperson or between you and any third party, you understand and agree that MyBuilder is under no obligation to become involved.
- 7.4 In the event that you do have a dispute with a Tradesperson, you hereby release MyBuilder, its officers, employees, agents and successors in rights from any and all losses, claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes other than to the extent arising from our breach of this Agreement. Nothing in this clause 7.4 limits or excludes either party's liability for anything which cannot be limited or excluded.
- 7.5 MyBuilder will not be involved or held liable for any Service Agreement between you and the Tradesperson and MyBuilder is not a party to any Service Agreement, contract or other agreement that may arise between you and the Tradesperson as a result of your use of the MyBuilder Platform. It is for the Customer to verify before entering into a Service Agreement with any Tradesperson, details such as confirmation of insurance cover, the tradesperson's qualifications and any other documentation or information to ensure they are comfortable to employ the Tradesperson. Accordingly, we are not liable for any loss or damage that you incur resulting from any such agreement. This clause shall survive the termination of this Agreement.

8. **Customer Feedback**

- 8.1 Once a Service Agreement is in place in respect of your Job and that Job has started and/or you have paid money to the Tradesperson, you may provide Feedback in respect of the relevant Tradesperson.
- 8.2 You shall not:
- 8.2.1 submit any Feedback falsely posing as a genuine Customer;
 - 8.2.2 post any Feedback for which you have been paid or otherwise incentivised;

- 8.2.3 post any Feedback that contains any offensive, vulgar, obscene or racist language;
 - 8.2.4 post any Feedback that contains personal data relating to the Tradesperson; or
 - 8.2.5 otherwise submit any false or misleading Feedback.
- 8.3 You acknowledge and agree that we perform a number of checks on Feedback with the aim of ensuring that Feedback is authentic and posted by a genuine Customer and we may remove Feedback that appears to be fake or fraudulent, or at the request of the author of such Feedback, at our sole discretion.
- 8.4 You acknowledge and agree that we can disclose the poster of the Feedback to the Tradesperson it concerns.

9. **Liability**

- 9.1 Liability shall not be limited by either party in respect of:
- 9.1.1 death or personal injury caused by its negligence;
 - 9.1.2 fraud or fraudulent misrepresentation; or
 - 9.1.3 any other liability which cannot be limited or excluded by law.
- 9.2 Subject to clause 9.1, MyBuilder is responsible for losses you suffer caused by us breaching this Agreement unless the loss is:
- 9.2.1 unexpected or unforeseeable. It was not obvious that it would happen and nothing you said to us before entering into this Agreement meant we should have expected it;
 - 9.2.2 caused by a delaying event outside our control. As long as we have taken the steps set out in clause 13.1 we're not responsible for delays outside our control;
 - 9.2.3 avoidable. Something you could have avoided by taking reasonable action;
 - 9.2.4 a business loss.

10. **Termination and suspension**

- 10.1 We can end this Agreement and your right to use the MyBuilder Platform if you have breached this Agreement or any part of this Agreement.

10.2 We will give you at least thirty (30) days' notice that we are ending this Agreement as set out above, unless:

10.2.1 our legal, regulatory or tax obligations require us to end this Agreement sooner;

10.2.2 it is necessary for us to end this Agreement sooner or immediately, including (without limitation) if we reasonably believe that you present a danger to Tradespeople or are acting fraudulently; or

10.2.3 you have repeatedly breached this Agreement.

10.3 Without prejudice to clause 10.1, we may terminate and/or suspend your access to the MyBuilder Platform at any time if we believe there is a legal, regulatory, security or reputational risk to MyBuilder, the MyBuilder Platform, Tradespeople or other Customers.

10.4 If we suspend or terminate your Customer Account and/or access to the MyBuilder Platform, we will in most cases provide you with a statement of reasons on a durable medium for such suspension or termination at the time of such suspension or termination setting out the specific facts or circumstances which led to our decision and the grounds on which we are suspending or terminating this Agreement. However, we won't give you such a statement if:

10.4.1 we're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons; or

10.4.2 you have repeatedly breached this Agreement.

10.5 You agree that MyBuilder shall have no liability to you or any third party for any termination or suspension of your access to the MyBuilder Platform.

10.6 You agree not to attempt to use the MyBuilder Platform after this Agreement has been terminated or if your access to the MyBuilder Platform has been suspended.

10.7 You may stop using the MyBuilder Platform at any time, and you can end this Agreement and delete your Customer Account by selecting that option and following the steps set out in your Customer Account.

11. **Complaints and Disputes**

11.1 If you have a complaint about MyBuilder, please Contact Us.

11.2 On receipt of a complaint, we will:

11.2.1 carefully consider the complaint and, if necessary, follow up in order to adequately address any issues raised;

11.2.2 process the complaint within a reasonable period of time taking into account the importance and complexity of the issue raised; and

11.2.3 inform the complainant of the result of our complaint handling process.

We try to resolve all complaints by amicable and reasonable discussion. If the complaint cannot be resolved in this way, either of us can request mediation in accordance with clause 11.3.

11.3 Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (“**CEDR**”) through their website at www.cedr.com/submit-a-complaint/. CEDR does not charge you for making a complaint. If you’re not satisfied with the outcome you can still go to court.

12. **Changes**

12.1 We will let you know via email, message on the MyBuilder Platform or another durable medium about any changes we are making to this Agreement, unless they are minor amendments which do not alter the content or meaning of this Agreement. We will normally give you fifteen (15) days’ notice before such changes take effect.

12.2 We will give you more notice if a change we are making impacts on the way you carry out your business or services.

12.3 We won’t give you advance notice in limited circumstances if we have to make a change with immediate effect, such as for legal or regulatory reasons or to protect the MyBuilder Platform, Tradespeople or Customers from fraud, malware, data breaches or other security risks.

12.4 If you do not want to accept the changes we are making, you may end this Agreement in accordance with clause 10.7.

13. **Other important terms**

13.1 Force majeure

13.1.1 Neither you nor we shall be in breach of this Agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for

performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for thirty (30) days, the party not affected may end this Agreement by giving ten (10) days' prior written notice. The party affected shall take reasonable steps to prevent or minimise any delay or non-performance.

13.2 Assignment

13.2.1 We can transfer this Agreement with you, so that a different organisation is responsible for supplying the MyBuilder Platform. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under this Agreement.

13.3 Entire agreement

13.3.1 This Agreement constitutes the entire agreement between you and us in relation to the provision of the MyBuilder Platform. Both you and we acknowledge that in entering into this Agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

13.4 Third party rights

13.4.1 Nobody else has any rights under this Agreement. This Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

13.5 Invalidity

13.5.1 If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

13.6 Waiver

13.6.1 Even if we delay in enforcing this Agreement, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

13.7 Severance

13.7.1 If any provisions hereof are held to be illegal or unenforceable, such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated.

13.8 Governing Law & Jurisdiction

13.8.1 This Agreement shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the jurisdiction of the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can also claim against you in the courts of the country you live in.

Updated: 26 February 2024