
TERMS OF USE, CANCELLATION AND REFUNDS POLICY

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.professionals-network.com ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	Means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	Means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"Paid Content"	Means digital content made available for sale via Our Site;
"User"	means a user of Our Site;
"User Content"	Means any content submitted to Our Site by Users including, but not limited to, product reviews, comments. etc. and
"We/Us/Our"	Means The Professionalz Ltd., a company registered in England under 07278941, whose registered address is 7 Wallis Avenue, Rochdale, England, OL16 4GP and whose main trading address is the same as the registered address.
"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Services, as explained in Clause 3;
"Deposit"	means an advance payment made to Us
"Month"	means a calendar month;
"Price"	means the price payable for the Services;

“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Special Price”	means a special offer price payable for Services which We may offer from time to time;
“Order”	means your order for the Services
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;

2. Information About Us

- 2.1 Our Site, www.professionals-network.com is [owned and] operated by The Professionalz Ltd. , a limited company registered in England under 07278941, whose registered address is 7 Wallis Avenue, Rochdale, England, OL16 4GP and whose main trading address is **the same as our registered address.**

3. Access to Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

- 4.1 Certain parts of Our Site (including the ability to purchase Paid Content from us) may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 15 years of age. [If you are under 15 years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.]
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of lower case, upper case and special characters. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact us immediately at info@professionals-network.com. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account [without the express permission of the User to whom the Account belongs].
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and our obligations under the law, as set out in Clause 17.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account

will also remove access to any areas of Our Site requiring an Account for access.

5. Intellectual Property Rights

- 5.1 With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause[s] 5.3 [and 5.6] you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download any Content where We have provided a link enabling you to do so;
 - 5.3.3 Download Our Site (or any part of it) for caching;
 - 5.3.4 Print [one copy of any] page(s) from Our Site;
 - 5.3.5 Download extracts from pages on Our Site; and
 - 5.3.6 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. [This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.]
- 5.6 [Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.]

6. User Content

- 6.1 User Content on Our Site includes (but is not necessarily limited to product reviews, comments, etc.
- 6.2 An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 12.
- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-

Clause 6.3. You will be responsible for any loss or damage suffered by us as a result of such breach.

- 6.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, [irrevocable,] worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be anonymised by removing your user name. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of our reasonable control).
- 6.7 We may reject, reclassify, or remove any User Content from Our Site where, in our sole opinion, it violates Our Acceptable Usage Policy, or if we receive a complaint from a third party and determine that the User Content in question should be removed as a result.

7. Links to Our Site

- 7.1 You may link to Our Site provided that:
 - 7.1.1 you do so in a fair and legal manner;
 - 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 7.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 7.2 Framing or embedding of Our Site on other websites is not permitted without Our express written permission.
- 7.3 You may not link to Our Site from any other site the main content of which contains material that:
 - 7.3.1 is sexually explicit;
 - 7.3.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 7.3.3 promotes violence;
 - 7.3.4 promotes or assists in any form of unlawful activity;
 - 7.3.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 7.3.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 7.3.7 is calculated or is otherwise likely to deceive another person;
 - 7.3.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

- 7.3.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
 - 7.3.10 implies any form of affiliation with Us where none exists;
 - 7.3.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 7.3.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 7.4 [The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.]

8. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. Disclaimers

- 9.1 The free content provided on our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice is paid content.
- 9.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning Paid Content for sale through Our Site.
- 9.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect our opinions, views, or values in any way.

10. Our Liability

- 10.1 The provisions of this Clause 10 apply only to the use of Our Site and not to Paid Content, which is governed separately by Our Terms of Sale. Limitations

and exclusions stated to apply to Content in this Clause 10 may not apply to Paid Content.

- 10.2 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content, but not including Paid Content) included on Our Site.
- 10.3 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content (excluding Paid Content) included on Our Site.
- 10.4 [Our Site is intended for non-commercial use only.] If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 10.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 10.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 10.7 Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Viruses, Malware and Security

- 11.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 11.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 11.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 11.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 11.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 11.6 By breaching the provisions of sub-Clauses 11.3 to 11.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and

all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

12. Acceptable Usage Policy

- 12.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 12. Specifically:
 - 12.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 12.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 12.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 12.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 12.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
 - 12.2.1 [is sexually explicit;]
 - 12.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 12.2.3 promotes violence;
 - 12.2.4 promotes or assists in any form of unlawful activity;
 - 12.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
 - 12.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 12.2.7 is calculated or is otherwise likely to deceive;
 - 12.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 12.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 12.2);
 - 12.2.10 implies any form of affiliation with Us where none exists;
 - 12.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 12.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 12.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 12 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of

the following actions:

- 12.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 12.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 12.3.3 issue you with a written warning;
 - 12.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 12.3.5 take further legal action against you as appropriate;
 - 12.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 12.3.7 any other actions which We deem reasonably appropriate (and lawful).
- 12.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these Terms of Use.

13. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from us on request. These policies are incorporated into these Terms of Use by this reference.

14. Changes to these Terms of Use

- 14.1 We may alter these Terms of Use at any time. If we do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 14.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. Contacting Us

To contact us, please email us at info@professionals-network.com or using any of the methods provided on our contact page.

16. Communications from Us

- 16.1 If we have your contact details (if, for example, you have an Account) we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 5 working days for Us to comply with your request. During that time, you may continue to receive emails from us.
- 16.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@professionals-

17. Data Protection

We will only use your personal information as set out in Our Privacy Policy. These Terms of Use, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

- 17.1 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.2 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 17.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the [non] exclusive jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

18. Orders

- 18.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 18.2 You may change your Order at any time before We begin providing the Services by contacting Us. [Requests to change Orders do not need to be made in writing.]
- 18.3 If your Order is changed We will inform you of any change to the Price in writing.
- 18.4 You may cancel your Order within 7 days of placing it. If you have already made any payments to us under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. [If you request that your Order be cancelled, you must confirm this in writing.] If you wish to cancel the Services after this time period, or once we have begun providing the Services, please refer to Clause 10.
- 18.5 We may cancel your Order at any time before we begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

19. Price and Payment

- 19.1 The Price of the Services will be that shown in Our Price List. in place at the time of your Order. If the Price shown in your Order differs from our current

Price We will inform you upon receipt of your Order.

- 19.2 If we quote a Special Price which is different to the Price shown in Our Price List, the Special Price will be valid for 1 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if we do not accept the Order until after the period has expired.
- 19.3 Our Prices may change at any time but these changes will not affect Orders that we have already accepted.
- 19.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.
- 19.5 Before we begin providing the Services, you will be required to pay a Deposit of 50% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.
- 19.6 In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, Our price list, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clauses 4.4 and 4.5 if your Order is cancelled before the Services begin, or to Clause 10 if the Services are cancelled after they have begun.
- 19.7 The balance of the Price will be payable [once we have provided the Services on a weekly basis in advance.
- 19.8 We accept the following methods of payment:.
- 19.9 Credit and/or debit cards
- 19.10 If you do not make payment to Us by the due date [as shown in/on the invoice, We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of LIBOR from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 19.11 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

20. Providing the Services

- 20.1 As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry. And in accordance with any information provided by us about the Services and about us.
- 20.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.
- 20.3 We will continue providing the Services for 6 months.
- 20.4 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.

- 20.5 If we require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 20.6 If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, we may charge you a reasonable additional sum for that work.
- 20.7 In certain circumstances, for example where there is a delay in you sending us information or taking action required under sub-Clause 6.5, we may suspend the Services (and will inform you of that suspension in writing).
- 20.8 In certain circumstances, for example where we encounter a technical problem, we may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention we will inform you in advance in writing before suspending the Services.
- 20.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from us by their due date(s).
- 20.10 If you do not pay us for the Services as required by Clause 5, we may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under sub-Clause 5.10.

21. Problems with the Services and Your Legal Rights

- 21.1 We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform us as soon as is reasonably possible [(you do not need to contact us in writing)].
- 21.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. [In emergency situations, such as those where vulnerable people living in your property may be affected, we will use reasonable efforts to remedy problems within 24 hours.]
- 21.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by us, any of our agents or employees or sub-contractors or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply and we may charge you for remedial work.
- 21.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If we do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason we are required to

repeat the Services in accordance with your legal rights, we will not charge you for the same and we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if we use materials that are faulty or incorrectly described.

22. Our Liability

- 22.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 22.2 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind [(including resale)]. By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 22.3 [If we are providing Services in your property and we cause any damage, we will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the Services.]
- 22.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 22.5 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by us about the Services or about us.
- 22.6 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

23. Events Outside of Our Control (Force Majeure)

- 23.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

- 23.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 23.2.1 We will inform you as soon as is reasonably possible;
 - 23.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 23.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 23.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
 - 23.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

24. Cancellation

- 24.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.
- 24.2 Once we have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 10 day's written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If we have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 24.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If we have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of our breach under sub-Clause 10.3.1, you will not be required to make any payments to us. You will not be required to give 10 days' notice in these circumstances:
- 24.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 10 days of you asking Us to do so in writing;
or

- 24.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 24.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
- 24.3.4 We change these Terms and Conditions to your material disadvantage.
- 24.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 24.5 Once we have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 15 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If we have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 24.6 If any of the following occur, we may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If we have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 15 days' notice in these circumstances:
 - 24.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or
 - 24.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 15 days of Us asking you to do so in writing; or
 - 24.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 24.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

25. Governing Law and Jurisdiction

- 25.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of **England & Wales**.
- 25.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 25.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales or as determined by your residency.