
STANDARD TERMS AND CONDITIONS FOR THE SALE OF SERVICES

These Terms and Conditions are the standard terms for the sale of services to consumers via telephone and or email by Contractors Support Limited

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than Saturday or Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the sale and purchase of Services, as explained in Clause 3;
“Letter of Engagement”	means the letter We will send to You by email that will confirm Our acceptance of Your Request for Services and include Your Pre-Contract Information;
“Month”	means a calendar month;
“Request”	means Your request for the Services, made via telephone and or email;
“Request Confirmation”	means Our acceptance and confirmation of Your Request as described in Clause 3;
“Pre-Contract Information”	means information about Us, the Services, pricing, and Your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 some of which will be provided Our staff over the telephone, and all of which will be made available to You in writing by email;
“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 Request (and confirmed in Our Request Confirmation);
“Special Price”	means a special offer price payable for the Services;
“You/Your”	mean a individual that that may or does become a client of Ours for whom these Terms and Condition will apply to; and
“We/Us/Our”	means Contractors Support Limited registered in England under number 10490477, whose registered address is Suite 125 Imperial Court, Exchange Street East, Liverpool, England, L2 3AB.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message, or other means.

2. Information About Us

- 2.1 Our address is: Suite 125 Imperial Court, Exchange Street East, Liverpool, England, L2 3AB.
- 2.2 Our telephone number is: 0151 440 2087.
- 2.3 Our email address is: Assist@ContractorsSupport.co.uk
- 2.4 Our website is: www.contractorssupport.co.uk

3. The Contract

- 3.1 These Terms and Conditions govern the sale of Our Services by Us, via telephone and or email and will form the basis of the Contract between Us and You. You must carefully read these Terms and Conditions and the separately provided Pre-Contract Information.
- 3.2 Before sending You these Terms and Conditions We have verbally explained to You what Our Services to You will be, the Price of them and Your rights to cancel the Services.
- 3.3 We confirmed by telephone that We agree to offer our Services and You agreed to Us providing them to You at the agreed Price.
- 3.4 Nothing provided by Us before sending these Terms and Conditions to You including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance by You.
- 3.5 A legally binding Contract between Us and You will be created upon Our written acceptance of Your Request confirmed in Your Request Confirmation which will be provided in writing by email.

4. Requests

- 4.1 All Requests for Services made by You will be subject to these Terms and Conditions.
- 4.2 You may change Your Request at any time before We begin providing the Services by contacting Us. Changes to Your Request do not need to be made in writing.
- 4.3 If Your Request is changed, We will inform You of any change to the Price when You contact Us, and will confirm the change in writing.
- 4.4 If You change Your mind, You may cancel Your Request at any time either before We begin providing the Services or, subject to limitations, once the Services have begun by contacting Us. Please refer to Clauses 10 and 11 for details of Your cancellation rights.
- 4.5 We may cancel Your Request at any time before We begin providing the Services in the following circumstances:
 - 4.5.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

- 4.5.2 An event outside of Our control continues for more than 14 days (please see Clause 9 for events outside of Our control).
- 4.6 If We cancel Your Request under sub-Clause 4.5 and You have already made any payment to Us, the payment will be refunded to You within 14 Calendar Days. If We cancel Your Request, You will be informed by telephone and the cancellation will be confirmed in writing by email.

5. Price and Payment

- 5.1 The Price of the Services will be that Your Request confirmed in Your Pre-Contract Information.
- 5.2 If We offer a Special Price, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and You are unable to provide a valid promotion or voucher code when making Your Request, the Special Price will not be available to You. Requests placed during the validity period of a Special Price will be accepted at the Special Price even if We do not accept Your Request until after the period has expired.
- 5.3 Our Prices may change at any time, but these changes will not affect any Request that We have already accepted.
- 5.4 If charged, all Prices include VAT and will be separately itemised in your invoice. If the rate of VAT changes between the date of Your Request 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 from You.
- 5.5 Pricing and payment structures (including due dates for payment) may vary according to the nature of the Services.
- 5.6 We accept the following methods of payment:
- 5.6.1 Card;
 - 5.6.2 PayPal (Paypal Pay in 3/ PayPal Pay Later);
 - 5.6.3 Klarna.
 - 5.6.4 ShopPay
 - 5.6.5 GooglePay
- 5.7 We do not charge any additional fees for any of the payment methods listed in sub-Clause 5.6.
- 5.8 If You do not make any payment to Us by the due date as shown in/on Our Invoice We may charge You interest on the overdue sum at the rate of 2% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.
- 5.9 The provisions of sub-Clause 5.8 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.

6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Our sector, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date agreed when You make Your Request (which shall be confirmed in Our Letter of Engagement). Please note that if You request that the Services begin within the statutory 14 Calendar Day cancellation (or “cooling-off”) period, Your right to cancel may be limited or lost. Please see Clause 10 for Your statutory cancellation rights.
- 6.3 We will continue providing the Services for the period confirmed in the Pre-Contract Information.
- 6.4 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our reasonable control occurs. Please see Clause 9 for events outside of Our control.
- 6.5 If We require any information from You in Request to provide the Services, We will inform You of this as soon as is reasonably possible. You
- 6.6 If the information You provide 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 that You have provided, We may charge You a reasonable additional sum for that work. For such work, We charge £60.00 per hour, or pro rata for part of an hour.
- 6.7 In certain circumstances, for example where there is a delay in You sending Us information required under sub-Clause 6.5, We may suspend the Services (and will inform You of that suspension by telephone and or email.).
- 6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency and requires immediate action We will inform You in advance by telephone and or email before suspending or interrupting the Services.
- 6.9 If the Services are suspended under sub-Clause 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).
- 6.10 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 by email. This does not affect Our right to charge You interest under sub-Clause 5.8.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible via telephone and or email.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. Your
- 7.3 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 subcontractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by You, sub-Clause 6.6 will apply, and We may charge You for the remedial work.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 In addition to Your legal rights relating directly to the Services, You also have remedies if We use materials that are incorrectly described.

8. Our Liability

- 8.1 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 subcontractors). 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.
- 8.2 We provide Services for consumer use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. 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.
- 8.3 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.
- 8.4 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.

9. Events Outside of Our Control (Force Majeure)

- 9.1 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.
- 9.2 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 or the Contract:
- 9.2.1 We will inform You as soon as is reasonably possible;
- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 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;
- 9.2.4 If the event outside of Our control continues for more than 14 Calendar Days, We will cancel the Contract 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;
- 9.2.5 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so. Any refunds due to You because of such cancellation will be paid to You as soon as is reasonably possible.

10. Your Statutory Right to Cancel

- 10.1 As a consumer, You have a statutory right to cancel Your Contract with Us up to 14 Calendar Days after the Contract between You and Us is formed (as explained in sub-Clause 3.3). You may cancel Your Request with Us for any reason under this right. If You wish to cancel Your Request before We confirm it is accepted by Us or if You wish to cancel the Contract after receiving the Request Confirmation but before the Services begin, sub-Clause 10.2 will not apply.
- 10.2 As noted in sub-Clause 6.1, if You have requested that the Services begin within the 14 Calendar Day cancellation period Your statutory right to cancel may be limited or lost. By requesting that the Services begin within the statutory cancellation period You acknowledge and agree that:
- 10.2.1 If the Services are fully performed within the 14 Calendar Day cancellation period, You will lose Your right to cancel after the Services are fully performed.
- 10.2.2 If You cancel the Services after they have begun but are not yet complete (where applicable) You will be required to pay for the Services supplied up to the time at which You inform Us that You wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any

sums that You have already paid shall be refunded subject to deductions calculated in accordance with the foregoing.

- 10.3 If You wish to exercise Your right to cancel under this Clause 10, You must inform Us of Your decision. You may do so in any way that is convenient for You. Please ensure that You inform Us of Your decision to cancel before the period in sub-Clause 10.1 expires.
- 10.4 The cancellation period is defined as whole Calendar Days. If, for example, You send Us an email or a letter by 23:59 on the final day of the cancellation period, Your cancellation will be valid and accepted). We provide a cancellation form that You may use if You wish to inform Us in writing. The cancellation form and accompanying instructions are attached to these Terms and Conditions and sent with the Letter of Engagement. Alternatively, please contact Us via the details contained in Clause 2 to request another copy.
- 10.5 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services; however, You are under no obligation to provide any details if You do not wish to.
- 10.6 Refunds under this Clause 10 will be issued to You no later than 14 Calendar Days after the date on which You inform Us that You wish to cancel.
- 10.7 Refunds under this Clause 10 will be made using the same payment method You used when Requesting the Services unless You specifically request that We make a refund using a different method.

11. Cancellation After the Statutory Cancellation Period

- 11.1 You can cancel the Services at any time after the 14 Calendar Day cancellation period has elapsed.
- 11.2 If You wish to exercise Your right to cancel under this Clause 11, You must inform Us of Your decision to do so. You may do so in any way that is convenient for You. We provide a cancellation form that You may use if You wish to inform Us in writing. The cancellation form and accompanying instructions are attached to these Terms and Conditions and sent with the Letter of Engagement. Alternatively, please contact Us via the details contained in Clause 2 to request another copy.
- 11.3 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services; however, You are under no obligation to provide any details if You do not wish to.
- 11.4 Eligibility for refunds if you cancel under this Clause 11 may vary according to the extent that the Services have been performed so You may not be entitled to any refund.
- 11.5 Refunds under this Clause 11 will be issued to You no later than 14 Calendar Days after the date on which You inform Us that You wish to cancel.
- 11.6 Refunds under this Clause 11 will be made using the same payment method You used when Requesting the Services unless You specifically request that We make a refund using a different method.

12. Communication and Contact Details

- 12.1 If You wish to contact Us with general questions or complaints, You may contact Us via the details contained in Clause 2.

12.2 For Requests, payments and delivery please contact via the details contained in Clause 2.

13. Complaints and Feedback

13.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from the contact details contained in Clause 2.

13.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us via the details contained in Clause 2 using Our complaints form provided, following the instructions included with the form.

14. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Notice available from www.contractorssupport.co.uk/.

15. Other Important Terms

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

16.1 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.

- 16.2 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.
- 16.3 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.