



## HOW IT WORKS:

Once you've paid for your product and setup/installation you will receive an email confirmation together with a unique link to book in your service at a time and date that suits you. We've partnered with Bizzby, the UK's No. 1 service platform to provide this service. All engineers and installers are fully qualified, vetted and insured up to £1M to give you complete peace of mind.

## WHAT'S INCLUDED:

- The installation of your Nest smart thermostat to a compatible system in a single zone
- Connecting and setting up the Nest App on your chosen device

## REQUIREMENTS:

- A fully working and compatible central heating system
- A fully working broadband connection
- The Wi-Fi password and the devices you want the App installed on must be accessible to your engineer

## WHAT'S NOT INCLUDED:

- If your installer requires parts or materials to complete the job, the heating system is faulty or fails to meet regulations, any additional work needed may be subject to additional charges to be agreed in advance.
- If you have a multi zone heating system, you will need to purchase an additional Nest Thermostat and installation for each of the zones you want to be connected.
- Wi-Fi or technical support for your system

## IMPORTANT INFORMATION:

In rare cases, your engineer may need to make changes or modifications to your home's wiring or heating system to be fully compatible with the smart thermostat.



## INSTALLATION SERVICES TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) between BIZZBY Limited, a company incorporated in England and Wales (Company number 5846937) of 20-22 Wenlock Road, London, England, N1 7GU (defined in these Terms as “**BIZZBY**”, and also referred to as “**we**”, “**us**”, “**our**” or “**ours**”, as the context requires) and you (“**you**”, “**your**” or “**Customer**”) apply to and govern the provision of installation services purchased by you. By making your booking for the installation services for Product(s) with us, you agree to be bound by these Terms which shall prevail over any other agreement, documentation or communication whatsoever between the parties. Any capitalised terms not otherwise defined in these Terms shall have the meaning given in clause 2 below.

### 1 INTRODUCTION

1.1 These Terms govern the provision of Installations booked by you with us which are for Products purchased by you separately and independently of these Terms.

1.2 Your contract for the provision of Installation(s) is made with us in accordance with these Terms but we may appoint third party subcontractors to carry out the works for the Installation on our behalf (referred to in these Terms as the Service Providers). Upon confirming your booking for an Installation, we will assign Service Providers who operate in your geographical area and whose services match your requirements, for one of those Service Providers to carry out the Installation in accordance with these Terms.

1.3 We recommend that you save a copy of these Terms for your future reference. If you have any questions or complaints regarding these Terms or in connection with the provision of an Installation, you can contact us at [help@bizzby.com](mailto:help@bizzby.com)

1.4 Below is a summary of your key legal rights under the Consumer Rights Act 2015 with regards to the provision of an Installation:

1.4.1 you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get a refund or partial refund of monies paid by you for the Installation if we can't fix it;

1.4.2 If you haven't agreed a price upfront, what you're asked to pay must be reasonable; and

1.4.3 If you haven't agreed a time upfront, it must be carried out within reasonable time.

These rights are subject to certain exceptions. For detailed information you can contact Citizens Advice either at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## 2 DEFINITIONS

2.1 In these Terms, the following capitalised terms shall have the following meanings prescribed to them:

**Additional Payment** means payment due to the Service Provider directly in respect of Additional Works and/or Costs and Expenses under separate agreement between you and the Service Provider, such as parts and materials required to carry out the Installation or otherwise.

☐ **Additional Services** means other services separate from, and outside the scope of a standard Installation and which will require booking a separate service (and which is subject to separate fees for such new service booking). ☐

**Additional Work** means work the Service Provider deems necessary in order to perform the Installation, but which goes beyond the scope of a standard Installation booked with us, which is



agreed between you and the Service Provider separately to these Terms and which is not the subject of these Terms.

**Consumer** has the same meaning as defined in the section 2 of the Consumer Rights Act 2015.

**Costs and Expenses** means the costs and expenses incurred by the Service Provider in acquiring materials, parts and/or supplies (but for the avoidance of doubt not tools) that are, in the opinion of the Service Provider, necessary for completion of the Installation and which are not included in the scope of such Installation or the Installation Fee, and are payable under separate agreement between you and the Service Provider.□

**Installation Fee** means the amount payable by you for a standard Installation either to BIZZBY directly or via a third party from whom you purchased the Installation in advance, as applicable. For the avoidance of doubt the Installation Fee excludes any Additional Payments.

**Installation** means the work required to be carried out for the installation of the Product(s) requested by you and which is the subject of these Terms.

**Parties** means BIZZBY and the Customer and “Party” shall refer to either of them, as the context requires.

**Premises** means the premises of the Customer where the Installation is to be carried out.

**Product(s)** means the product purchased separately by you from a third party and in respect of which we or the Service Provider are carrying out the Installation.

**Service Provider** means the sole trader or company (together with its employees and/or subcontractors, as applicable) who is engaged by BIZZBY to carry out the Installation for you.□

**VAT:** means value added tax chargeable under the Value Added Tax Act 1994.



### 3 BOOKING AN INSTALLATION

3.1 You may book your Installation online either by using our website/app or such other means as notified by us or the third party from whom you have purchased your Product(s) and/or Installation. At the time of booking your Installation, you shall provide us with details about the installation services you require, including but not limited to:

- (a) details of the requested date and time for such Installation to be completed;
- (b) the address where the Installation is requested to be carried out;
- (c) your phone number;
- (d) full and complete information regarding the work to be undertaken, including details of the Product(s) which you require us to install; and
- (e) other relevant information about the Premises.

We will not share your contact details and full address with a Service Provider unless and until a Service Provider has been assigned to your Installation.

3.2 For Installations which have not already been paid for in advance, you will be presented with an Installation Fee quote for such Installation before you complete your booking. You acknowledge and agree that the Installation Fee quoted to you at the time of booking or prepaid prior to booking the Installation with us, may not be the final fee payable. The Installation Fee quote is subject to your compliance with your obligations under clause 4 below, the accuracy of the information and specifications for the Installation provided by you (including without limitation the details of the Premises) and any issues with your Installation requirements uncovered by the Service Provider when attending your Premises. Upon completing your booking you are deemed to have accepted the Installation Fee quote for the Installation.



3.3 For Installations which have not already been paid for, upon booking an Installation with us, you authorise us to pre-authorise the Installation Fee on the payment method you provide at the time of booking. We reserve the right not to accept certain payment methods. No payment will be taken until the applicable Installation has been completed as confirmed by the Service Provider and notified to you via SMS, email and/or phone call.

3.4 Whilst we and the Service Provider will in most cases be able to comply with the date and time requested by you, if for any reason we or the Services Provider or you are unable to comply with the date and time, either party may reschedule in accordance with clause 6 (Rescheduling and/or Cancellation) below.

## **4 CARRYING OUT AN INSTALLATION**

4.1. In respect of carrying out an Installation, we will ensure:

4.1.1 the Service Provider completes the Installation as specified, to the standards agreed with you using reasonable skill and care and within a reasonable time;

4.1.2 the works for the Installation are carried out in compliance with all applicable laws and regulations and that the Service Providers each hold applicable accreditations (such as Gas Safe) to comply with the applicable laws and regulations;

4.1.3 that where applicable, the Service Provider provides all equipment, tools and vehicles as are reasonably required to complete the Installation other than (i) the Product or (ii) in respect of certain Installations whereby you are reasonably required to provide materials or other items upon prior notice to you by either us or the Service Provider;

4.1.4 that where you have expressly requested, in written by email to us or message to the Service Provider, the Service Provider provides reasonably requested parts and materials

required for the provision of the Installation (except for the Product which shall be provided by you) which may be subject to Costs and Expenses to be paid by you; and

4.1.5 that we or the Service Provider will endeavour to take reasonable steps to protect furniture, floor coverings and your items and maintain security in the Premises.

4.2 You hereby confirm to us that you shall:

4.2.1 cooperate with the Service Provider in all matters relating to the Installation and treat the Service Provider with respect whilst completing the Installation and be polite and courteous in their dealings with them;

4.2.2 ensure you provide the Service Provider with access to the Premises at the agreed start time and for the duration that the Service Provider requires access for the Installation to be carried out;

4.2.3 where applicable, ensure that the area is clear, free of furniture and your other items to enable the Service Provider to carry out the Installation;

4.2.4 be responsible for and inform your Service Provider of any faults, specifics and pre-existing conditions of your Premises as well as work previously performed (whether correctly or not) at the Premises;

4.2.5 ensure that, where applicable, you have and are responsible for a working always-on internet connection (at times with an available Ethernet port) available at the Premises. Where applicable a mobile data connection will also be required for all the features of any mobile applications to be used.

4.2.6 inform the Service Provider, its employees or subcontractors where you know or have any suspicion that there:

(a) is asbestos or any other hazardous substance in the area where the Installation is to be carried out;

(b) is a water softener fitted (in respect of plumbing Installations);

(c) are issues relating to low pressure of water or gas; or

(d) is an issue or any other concern relating to any utility services, systems or appliances on the Premises;

4.2.7 be available during the provision of the Installation and as the Installation is concluded to enable the Service Provider to provide any information and advice regarding the Installation as required; and

4.2.8 for Installations that involve connecting to your heating system, you must have a fully working and compatible central heating system and we or the Service Provider must be able to gain clear and safe access to your boiler. If we or the Service Provider believes there is a health and safety risk to either yourself or us or the Service Provider (such as an unsafe gas situation), the Installation will not go ahead and we shall not be liable to you for any delay or failure to provide the Installation service in such case.

4.3 Where you have not complied with the above obligations in clause 4.2 above (whether notified by you or uncovered by the Service Provider when on your Premises), the Service Provider deems your Premises unsafe, or you have booked the wrong service for the Installation, we reserve our right to:

(i) delay or cancel the provision of the Installation;

(ii) adjust the Installation Fee; and/or



(iii) charge the whole or a portion of the Installation Fee quote, or in the event you have a voucher to redeem for the Installation such voucher may no longer be valid, even if the Installation cannot be successfully completed (where the Service Provider has travelled to your Premise for the purpose of carrying out the Installation),

and we shall not be liable for any delay or failure to provide the Installation.

4.4 Where you have supplied any measurements, their accuracy remains your sole responsibility and you will be solely responsible for any expenses incurred because of any inaccuracy or problems arising because of the measurements.

4.5 You hereby agree that you will be solely responsible for:

4.5.1 replacing any fixtures, fittings or other items removed to enable the Installation to be completed;

4.5.2 any repair of cosmetic damage and/or redecoration required after the Installation has been completed (although the Service Provider will endeavour to alert you in advance that such potential repair and/or redecoration works will be required except where such redecoration ought to be reasonably known to you due to the nature of the works required to complete the Installation);

4.5.3 where applicable, the repair, maintenance or servicing of your central heating system and/or any improvements required to bring your central heating system or your electrics up to current legislative standards;

4.5.4 the removal of asbestos or any other hazardous substances;

4.5.5 the set up or diagnostic of Wi-Fi connectivity; and

4.5.6 any other costs which are not covered by a standard Installation, such as relocating an existing hardwired thermostat, additional wiring, additional time because of complexities with your central heating system.

4.6 On completion of the Installation, the Service Provider will check if you are satisfied with the Installation and may require your signature to confirm it. Notwithstanding, you are responsible to be on Premise for completing all necessary checks to ensure that the Installation has been completed in a satisfactory manner and promptly notify the Service Provider or us of any issues, failures or incomplete Installations.

## **5. ADDITIONAL WORK/ADDITIONAL SERVICES**

5.1 If on arrival at the premises the Service Provider, its employee or subcontractor deems:

5.1.1 that Additional Work is required; or

5.1.2 Cost and Expenses need to be incurred,

to enable the Installation to be completed, you and Service Provider shall agree by separate agreement the scope of, and the Additional Payment for such Additional Work and/or Costs and Expenses before the work to perform the Installation is commenced. Such Additional Work and the related Additional Payments and/or Costs and Expenses shall be subject to separate agreement between you and the Service Provider, and BIZZBY shall not be liable in any way for the provision of such Additional Work.

5.2 If you wish to change the scope or nature of the Installation or it is determined that you require additional services beyond the scope of a standard Installation, this shall be deemed to be Additional Services and you shall submit details of the requested Additional Services by booking



these separately, however you will still be liable for the Installation Fees on the original Installation booked unless it is cancelled, in which case you may be subject to cancellation fees in accordance with clause 6 (Rescheduling and/or Cancellation).

## **6 RESCHEDULING AND/OR CANCELLATION**

6.1 You have the right to cancel the Installation within 14 days of entering into the contract for the Installation (the “**Cancellation Period**”) without giving any reason. Subject to clause 6.2, if you cancel this contract within the Cancellation Period, we or the third party from whom you have purchased the Installation will reimburse all payments received from you relating to the Installation. The reimbursement will be made without undue delay and no later than 14 days after the day on which we are informed about your decision to cancel the Installation. The reimbursement will be made to you by the party who has taken the original payment (either us or the third party from whom you have purchased the Installation) using the same means of payments as you used for the initial transaction, unless you expressly request or agree otherwise.□□

6.2 If you request that the Installation be carried out before the end of the Cancellation Period, you may only cancel the Installation in accordance with the notice requirement in clause 6.3 below. If you do not cancel in accordance with 6.3 below you will be charged a cancellation fee.

6.3 You may cancel your Installation at any time not less than 24 hours’ notice to us prior to the date and time on which an Installation is scheduled to be commenced.

6.4 If you, we or the Service Provider need to reschedule the date and/or time for the Installation requested by you at the time of booking, either party may propose and agree alternative dates, provided that any such changes are notified to the other party with more than 24 hours’ notice. We will use reasonable endeavours to accept your proposed alternative date(s) or to offer you reasonable alternatives. If you do not find such alternative dates and times convenient, you may

cancel the Installation without charge and neither Party shall have any liability to the other Party in such event.

6.5 Where you have not complied with the cancellation provisions at clauses 6.1, 6.2 and/or 6.3 above you will be liable for a cancellation fee which is the full amount of the Installation Fee payable by you or in the event you have a voucher to redeem for the Installation, such voucher will no longer be valid.

6.6 If the Service Provider arrives at the Premises and is unable to contact you or gain access to the Premises they will message and attempt to contact you for 20 minutes, after which you may be charged the cancellation fee as set forth in section 6.5 above.

## **7 ISSUES WITH THE INSTALLATION**

7.1 Subject to payment of the applicable Installation Fee and subject to clause 7.3, 7.4 and 7.6, we warrant the work undertaken in completing the Installation for a period of 30 days from the date the Installation is completed, unless you have opted for an extended warranty (at an additional cost) during the booking process in which case such extended warranty period will apply.

7.2 Subject to clauses 7.3, 7.4 and 7.6 below and payment in full of the Installation Fee, if you notify us within the Warranty period (as stated in clause 7.1) of any issues with the Installation, we (or a Service Provider or our insurers) shall be entitled to inspect the Installation to determine the extent or cause of any issues reported and where genuine issues are established, Customer shall be entitled to:

7.2.1 a repair, rectification or replacement of the issues reported within a reasonable time period from notification of the issue; or



7.2.2 if the remedy of repair, rectification or replacement of the issue is impossible or impractical, a refund of the Installation Fees paid by you for the affected part of the Installation (or a fair portion of such Installation Fees), or where the Installation Fees have not yet been paid, we will either not charge you for the affected part of the Installation or only charge you for a fair proportion of the Installation Fees.

7.3 We shall not be liable for a breach of the warranty in clause 7.1:

7.3.1 to the extent that you make any further use of the Product(s) and/or part of the Installation which is the subject of a warranty issue once you have been advised by us or the Service Provider not to continue using such part of the Installation;

7.3.2 if you alter or repair such Product or other item without the express prior written consent of us or the Service Provider (unless the Service Provider has failed to attend to the original issue within a reasonable time of being notified); or

7.3.3 if any of the exclusions of liability in section 7.6 apply.

7.4 The warranty given in clause 7.1 does not include the Product(s) or any items or materials (if any are provided). Except for Product(s), where other items or material are covered by their own retail or manufacturer's warranty we shall pass this same warranty to you and the Service Provider will provide you with such details, if applicable.

7.5 Nothing in these terms and conditions will reduce your statutory rights relating to faulty Installations which are not provided with reasonable skill and care. If having notified us of an issue with the Installation promptly following completion of such Installation, it is subsequently found by us following investigation, or by an Ombudsman, or a court of competent jurisdiction, as applicable, not to have been completed with reasonable skill and care, you are entitled to:

7.5.1 a repair, rectification or replacement of the issues reported within a reasonable time period from notification of the issue; or

7.5.2 if the remedy of repair, rectification or replacement of the issue is impossible or impractical or cannot be provided within a reasonable time, a refund of the Installation Fees paid by you for the affected part of the Installation (or a fair portion of such Installation Fees), or where the Installation Fees have not yet been paid, we will either not charge you for the affected part of the Installation or only charge you for a fair proportion of the Installation Fees.

7.6 Subject to your statutory rights, we shall have no liability for:

7.6.1 any Product(s) or any defects in or issues with such Product(s), except to the extent such defects or issues are caused by the Installation of such Products carried out by us and/or the Service Provider negligently or otherwise not in accordance with the Product manufacturers guidelines. In respect of such Product(s) you hereby expressly waive your right to any warranty of product defect or malfunction under these Terms;

7.6.2 any defect in the Installation and/or Product(s) arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, or if you fail to follow the Service Provider's instructions, or any alteration or repair you carry out without our prior written approval;

7.6.2 any issue with the Installation which arises because you use a Product installed as part of an Installation for a purpose which it was not designed or intended;

7.6.3 the costs of repairing or replacing parts of any existing pipes and/or system which subsequently develop faults after new Products are connected. Nor will we or the Service Provider accept any liability where your pipes and/or system do not function properly because your gas or water supply becomes inadequate or the water pressure is variable,

unless the Service Provider has been wholly negligent in the way they carried out the Installation; or

7.6.4 any Additional Works carried out by the Service Provider.

7.7 Subject to your statutory rights, once we have complied with our obligations in clause 7.2 and 7.5 we shall have no further liability to you in respect of the affected Installation.

7.8 Notwithstanding any other term in this Agreement, you acknowledge that the emergency nature of certain types of Installations mean that there may be:

7.8.1 some defects in completion of the Installation; and/or

7.8.2 an increase in the cost of materials parts and/or supplies which have to be used; in comparison to similar Installations being performed in non-emergency situations.

You therefore agree that, subject to applicable Consumer laws, unless such defects have a material impact on the Installation, the Service Provider shall be deemed to have satisfactorily complied with the Installation and shall have no liability to you. However, if such defect affects more than twenty five per cent (25%) of the work performed as part of the Installation or has a material impact on the Installation, the Service Provider shall re-perform such affected proportion of the Installation.

7.9 You will permit us, the Service Provider and/or our insurers to access your Premises to inspect the works and carry out any necessary remedial works as appropriate.

7.10 In the event that:

7.10.1 you have reason to believe that your Installation has been carried out without due reasonable skill and care or negligently, or

7.10.2 you suffer loss or damage to your Premises or your contents or to any service connected to it and you have reason to believe that such loss or damage is caused by the works carried out negligently in completing the Installation,

you should submit a complaint to us at [help@bizzby.com](mailto:help@bizzby.com) and your complaint will be assessed by us and responded to in a timely manner.

7.11 If you have submitted a complaint to us and we have been unable to resolve it within eight weeks you can address your complaint to Consumer Dispute Resolution Limited, a not-for-profit organisation operating the RetailADR scheme. The RetailADR scheme is an independent organisation specialising in providing an alternative dispute resolution service for consumers and retailers. As a member of the organisation, we are bound by their code of practice. They can be contacted via:

Website: <https://www.cdrl.org.uk/>

✉ Email: [enquiries@cdrl.org.uk](mailto:enquiries@cdrl.org.uk) ✉

Tel: 02031 3782 68 ✉

[ODR Online Dispute Resolution Platform](#)

7.12 In the event your Product is found to be faulty (whether by you, us or the Service Provider), you are advised to contact the third party from whom you purchased the Product.

## **8 FEES AND CHARGES**

8.1 You shall:

8.1.1 pay the Installation Fee to us in consideration of us carrying out the Job; and



8.1.2 be subject to the applicable cancellation terms and charges in accordance with clause 6 above.

8.2 Except where you have purchased the Installation in advance and there are no additional fees payable in respect of such Installation, by booking an Installation with us, you authorise our third party payment provider to store your payment details and to take payment and/or to charge your payment card for: (i) the relevant Installation Fee when the Installation is deemed to be completed by the Service Provider (of which you will be notified via SMS or email), or (ii) the relevant cancellation fees, as applicable.

8.3 You shall pay the Installation Fees due to us in full and without any deduction, whether by way of set-off, counterclaim or otherwise. No payment shall be deemed to have been received until we have acknowledged receipt in full and cleared funds.

8.4 All Installation Fees shall be inclusive of VAT unless otherwise stated. If the rate of VAT changes between your order date and the date we provide the Installation, we will adjust the rate of VAT that you pay (unless you have already paid for the Installation in full before the change in the rate of VAT takes effect).

## **9 LIMITATION OF LIABILITY**

9.1 Nothing in the Agreement excludes or limits our liability for:

9.1.1 death or personal injury caused by our negligence (or the negligence of our employees or subcontractors);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 any matter which it would be illegal for the us to exclude or attempt to exclude our liability;

9.1.4.any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

9.1.5 any breach of the obligations implied by sections 49, 51 or 52 of the Consumer Rights Act 2015 (right for services to be performed with reasonable care and skill, at a reasonable price and within a reasonable time); or

9.1.6 defective products under the Consumer Protection Act 1987 (title and quiet possession).

9.2 Subject to clauses 9.1, our aggregate liability:

9.2.1 in relation to any Installations shall be limited to the rectification or refund of the Installation Fees paid in accordance with clause 7.2 or 7.5; or

9.2.2 in relation to our breach of these Terms in any other respect, shall be limited to the Installation Fees paid for the Installation in respect of which the liability arose.

9.3 Subject to clause 9.1 and 9.2 above and except where prohibited by applicable law, we shall not be liable to you for any:

9.3.1 damage or loss that is not foreseeable (loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process), or

9.3.2 any business losses (including without limitation any loss of profits, loss of revenue, loss of business, business interruption or loss of business opportunity) whatsoever suffered by you.

9.4 We shall not be in breach of these Terms nor liable to you for any delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure result from (i)

events, circumstances or causes beyond our reasonable control or (ii) any act or omission of you or any person acting on your behalf. We shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.5 Subject to your statutory rights, we are not responsible or liable for any:

9.5.1 costs, loss or damage that you suffer as a result of not using the Product installed in accordance with the manufacturer guidelines;

9.5.2 costs, loss or damage that you suffer as a result of a problem caused by your mobile phone, internet connection, wiring system or heating system;

9.5.3 increase in your utility bills;

9.5.4 costs that you incur as a result of exceeding the permitted data limit on your broadband or mobile phone;

9.5.5 loss or damage caused as a result of downloading or upgrading the software connected to the Product;

9.5.6 costs, loss or damage that you suffer as a result of any unauthorised use of your mobile phone (e.g. if it is lost or stolen);

9.5.7 loss or damage you suffer as a result of you or anyone else altering the radio frequency allocations of your system controls;

9.5.8 replacement of the batteries for your Product; or

9.5.9 matters relating to the broadband internet connection at your home.



9.6 If any provision of these disclaimers and exclusions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## **10 INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of our website/app used for booking your Installation and any and all underlying software and applications shall remain at all times vested in us or our licensors. You are permitted to use the material and such website/app only as expressly authorised by us or our licensors and in accordance with these Terms.

## **11 MISCONDUCT**

If you feel a Service Provider has acted in an inappropriate way towards you, including but not limited to offensive, violent or sexually inappropriate behaviour you should immediately make a report to the appropriate authorities and then to BIZZBY at [help@bizzby.com](mailto:help@bizzby.com) quoting the name and location stated in the details of the Installation.

## **12 DATA PROTECTION**

BIZZBY respects the confidentiality of the information you give us. We will only collect, use and disclose your personal details in accordance with our [Privacy Policy](#). We will only use the personal information you provide to us for the purposes of (i) your access to and use of our website/app; (ii) providing you with Installation Fee quotes in relation to Installations; (iii) supplying services to you in relation Installations; (iii) processing your payment for each Installation; and (iv) if you have expressly agreed to this, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us or unsubscribing to such communications. We will provide your details to our Service Providers to the extent necessary for them to review the



Installations booked, provide Installation Fee quotes and perform services in relation to Installations they have been assigned to. We may pass your personal information to our third party service providers in the ordinary course of running our business however we will comply with our obligations under applicable law with respect to your personal information. We never pass on any information about our Customers to other third parties outside the processing that is contemplated by these Terms unless we are permitted or compelled to do so by law.

## **13 GENERAL**

13.1 If any term or condition of these Terms is held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms shall remain in full force and effect unless the business purpose of these Terms is substantially frustrated, in which case it shall terminate without giving rise to further liability.

13.2 You may not assign or transfer any of your rights hereunder without our prior written consent. We may assign, transfer or subcontract all or any of our rights at any time without consent.

13.3 No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.

13.4 These Terms constitutes the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

13.5 You acknowledge that you have placed no reliance on any statement, promise or representation made or given by or on behalf of BIZZBY but not set out expressly in these Terms.



13.6 Any notice to be given under these Terms may be given via email, regular mail, or by hand to the address provided at the time of booking your Installation.

13.7 Notwithstanding any other provision in these Terms a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce the terms of these Terms.

13.8 These Terms shall be subject to the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.