

TERMS AND CONDITIONS OF USE OF OUR WEBSITE

These are our terms and conditions. They apply each time you visit our site and we will assume that you've read them before you use the Site. They do change from time to time so please re-read them each time you visit the Site.

We try to make our terms and conditions easy to follow but, if you have any questions, please do not hesitate to contact us at contact@itsmytrades.co.uk

AGREEMENT

These Terms and Conditions comprise the following sections:

- o General Terms
- o Service Terms and Conditions
- o Definitions
- o Privacy Notice

GENERAL TERMS

These terms apply each time you visit the Site, whether or not you use the Services we offer.

1. YOUR PROMISES TO US

You agree that:

- 1.1 You have the right to make this Agreement with us and that you are over the age of 18 years.
- 1.2 You will read the terms and conditions on any site we link you to.
- 1.3 You won't use robots, spiders, scrapers or similar things on the Site.
- 1.4 You won't try to get around any things we put on the Site to stop or limit access to parts of it.
- 1.5 You won't do anything that might cause our systems to crash.
- 1.6 You won't steal the Site or any part of it for use in any other site or application.
- 1.7 You won't try to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any programs we use in connection with the Site or the services it offers.
- 1.8 You won't copy, imitate or use the trademarks and/or designs and/or layout or anything else which would usually amount to intellectual property and which we own.

2. INTELLECTUAL PROPERTY

Either we or our business partners and affiliates own all of the information and intellectual property on the Site and you have no right to copy or use any of that information or intellectual property other than to use the Site unless we give that right to you.

3. PRIVACY & COOKIES

You and we both agree that our Privacy Notice forms part of these Terms and Conditions.

4. DISCLAIMERS

4.1 We can't promise that the Site will meet your needs; that it will work properly; that it will be fit for a particular purpose or that it will not infringe the rights of others.

4.2 We can't promise that the Site will work with all systems; that it will be secure and that all information provided will be accurate.

4.3 We don't give advice on the Site, just general opinions, and so don't rely on what we say when you make any decisions.

4.4 We take all reasonable effort to test material before placing it on the Site. In the very unlikely event of any loss, disruption or damage, we cannot be held responsible for any loss, disruption or damage to your data or computer system which may occur whilst using material derived from the Site.

4.5 If you link to any other site using the Site then you understand that separate conditions will apply to those sites and that we have no control over those conditions – so you agree that you will read and understand them before using those sites.

4.6 Our marketing materials and site content are, usually, up to date but variations and improvements do occur and, as it is not always possible to keep the Site up to date, should be used only as a guide.

4.7 Reviews and comments made on any feedback we publish, is that of the author and does not, necessarily constitute advice or opinions we offer.

5. AVAILABILITY OF THE SITE

5.1 We never guarantee that the Site will be available all the time and if it's not available for any reason you can't hold us responsible for anything you lose as a result.

5.2 We have the right to change the Site and the services it offers, suspend it or stop it at any time.

6. LIMITATION OF LIABILITY

6.1 As far as we are allowed by law we deny liability for any losses of all kinds which you incur from visiting and/or using the Site. You use the Site at your own risk.

6.2 Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.

7. LINKS TO OTHER WEBSITES

7.1 We don't control any of the websites we link to and so we can't be responsible for the content of such websites and we disclaim liability for any losses which come out of you using them.

7.2 Just because we link to a site does not mean that we endorse or recommend that site.

7.3 We can never guarantee that a link will work.

8. MODIFICATIONS TO THESE TERMS AND CONDITIONS & THE SITE

8.1 You agree to re-read these Terms and Conditions each time you visit the Site so as to understand any changes we've made to them.

8.2 If we change the Site these Terms and Conditions will apply to any changes we make.

9. GENERAL MATTERS

9.1 These Terms and Conditions are made under the laws of England and Wales and that is the only jurisdiction which can govern them.

9.2 We and you agree that these Terms and Conditions do not form the basis of any partnership or co-venture.

9.3 These Terms and Conditions supersede any previous terms and conditions we have published

and represent the entire understanding between you and us.

9.4 Time will not be of the essence in any part of any agreement between you and us.

9.5 All parties acknowledge and agree that they have not entered into any agreement between them in reliance on anything said or promised by the other which is not in these Terms and Conditions.

9.6 If a Court or other body says that any part of these Terms and Conditions is unenforceable, the rest of them will stand.

9.7 If either you or we need to give formal notice to the other, it must be done by email to the address each of us gives to the other.

9.8 These Terms and Conditions contain the entire understanding between you and us.

9.9 In these Terms and Conditions, unless the context otherwise requires, the words and phrases

contained within the Definition Section will have the meaning ascribed to them in that section.

SERVICE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY WHEN YOU SUBSCRIBE TO THE SERVICES WE OFFER. THEY ARE INTENDED TO BE LEGALLY BINDING AND WE ASK THAT YOU READ THEM FULLY BEFORE YOU ACCEPT THEM.

An agreement will come into effect between you and us, as soon as we have agreed that you may open an Account with us.

10. Customer Obligations

10.1 The Customer will make sure that all information they enter using the Site is accurate and Complete.

11. Accounts

11.1 When you create an Account you agree that:

11.1.1 You will only have one Account with us;

11.1.2 All information you submit is accurate and truthful;

11.1.3 You will keep this information accurate and up-to-date;

11.1.4 You will not share your Account with anyone else;

11.1.5 You will keep your Account details confidential;

11.1.6 You will not give your username or password to anyone else;

11.1.7 You will log off when you exit the Site; and

11.1.8 Your username will not be offensive, suggest that you are someone else or that you represent a trade or brand name. We can change a username if we think it breaks this term.

11.2 We may close your Account if you break these Terms and Conditions.

11.3 If you have not authenticated your current email address with us and/or if it cannot accept service emails from us and/or you mark our emails as spam, abusive or junk then, and in any such an event, we can terminate your Account.

11.4 You can cancel your Account with us at any time – all you need to do is to email us at contact@itsmytrades.co.uk

12. Uploading Material and Use of Communications Facilities

12.1 When registering an Account, uploading Material or using any forum or feedback service we

provide you will comply with the following conditions:

12.1.1 You must not use obscene or vulgar language;

12.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

12.1.3 You must not submit Content that is intended to promote or incite violence;

12.1.4 all submissions are made using the English language;

12.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

12.1.6 You must not impersonate other people, particularly our employees and representatives of our affiliates; and

12.1.7 You must not use our System for unauthorised mass communication such as “spam” or “junk mail”.

12.2 You acknowledge that we may monitor any and all communications using our System and all Material you upload.

12.3 You acknowledge that we may retain copies of any and all communications made to us or using our System.

12.4 You acknowledge that any information you post on any forum or in any feedback may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we have the right to reject such terms and associated information.

13. The Services

13.1 The Service we provide is designed to put customers in touch with the relevant tradespeople. We do not offer any such services ourselves.

13.2 Because we do not provide building or other services, we have no responsibility for the quality of work undertaken by any Tradesperson nor have we any control over any Customer and so we can make no warranties that any claim made by either Tradesperson or Customer is correct.

14. Force Majeure

Neither you nor we shall be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of the party in default. Such causes might include, but are not limited to: power failure, internet contractor failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our or your control.

15. No Waiver

If you or we fail or delay in exercising any of your/our rights under the Agreement, that failure or delay will not be a waiver of that right, and no waiver shall be deemed to be a waiver of any further breach of the same or any other provision.

16. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between you and us other than the contractual relationship expressly provided for in the Agreement.

17. Severance

If one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, 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.

18. Law and Jurisdiction

The laws of England and Wales will apply to the Agreement and any dispute between you and us will fall within the jurisdiction of the courts of England and Wales.

19. Cancellation

19.1 If you are a consumer you have a statutory right to cancel your Agreement with the tradesperson up to 14 Calendar Days after the Agreement has been formed.

20. Dispute Resolution

20.1 Customers and Tradespersons shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

20.2 If negotiations under sub-clause 20.1 do not resolve the matter within 7 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.

20.3 If the ADR procedure under sub-Clause 20.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either the Customer or the Tradesperson.

20.4 The seat of the arbitration under sub-clause 20.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

20.5 Nothing in this clause 20 shall prohibit either the Tradesperson or the Customer from applying to a court for interim injunctive relief.

20.6 The decision and outcome of the final method of dispute resolution under this clause 20 shall be final and binding on both Tradesperson and Customer.

DEFINITIONS

We, Us, Our	means It's My Trades Ltd;
You, Your	means the visitor to the Site;
Account	means the Account you create if you wish to use our Services;
Agreement	means the agreement which comes into effect when you accept these Terms and Conditions;
Customer	means any entity wishing to use the Service to seek a Tradesperson;
Content	means any text, graphics, images, audio, video, software, data

	compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Site;
Feedback	means the opinion of the Customer or Tradesperson, as the case may be, of the other, accompanied by a star rating.
Job Service	means the work to be carried out by a Tradesperson means the service we are to provide to you and which you have subscribed for through the Site;
Site	means www.itsmytrades.com ;
Terms and Conditions	means these terms and conditions;
Website	means www.itsmytrades.com
User	means any person using the Site.

PRIVACY NOTICE

IT'S MY TRADES LIMITED

It's My Trades Ltd and www.itsmytrades.com are the trading names owned and operated by It's My Trades Limited.

We offer a service to consumers and others putting them in touch with providers of building and other services.

This notice is designed to give you clear information about what Personal Data we collect and how we use it. This Privacy Notice describes how we use Personal Data processed by us and covers the steps we take, when you contact us using the site.

Definitions

To help make this Privacy Notice a little easier to read, we have defined certain words and phrases.

Those definitions are as follows:

GDPR the General Data Protection Regulation EU 2016/679.

Personal Data the data/information we hold about any data subject – as defined further by GDPR.

Privacy Notice the provisions contained in this document.

Site: www.itsmytrades.com

Who are we?

We are It's My Trades Ltd and we trade as It's My Trades. Our company number is 08263229 and our registered address is Suite 2A, Blackthorn House, St Pauls Square, Birmingham, England, B3 1RL.

We are registered with the Information Commissioner's Office under registration number ZA817035

We are the Data Controller for Personal Data which we use to provide the services which we describe on the Site and for marketing purposes.

We can be contacted at contact@itsmytrades.co.uk

How do we collect and use Personal Data and what types of Personal Data do we collect?

When you use the Site, we store Personal Data about your visit using Cookies.

Cookies are text files placed on your device to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the Site and to compile statistical reports on Site activity.

For further information about cookies visit:

www.aboutcookies.org and / or www.allaboutcookies.org

Through the use of Cookies, we collect certain Personal Data, including: IP address, identification number, online identifier, browser information, location data and other similar identifying information required for your devices to communicate with websites and other applications on the internet. We use that information to provide our Services and, from time to time, for marketing purposes, so that we can suggest offers and companies who may be able to assist you. You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However, in a few cases some of our Site features may not function as a result.

Using our Site

The Personal Data we hold for you will be held for no longer than we need it. Usually, if you are a private individual and not a business, we will not retain any Personal Data for longer than 3 months.

We may keep some Personal Data for longer if there is a legal or tax reason for us doing so and we may use it for marketing purposes.

Sharing Data

The Personal Data you submit to us may be passed to the third party service providers we use to provide services to us, including accepting and making payments.

We may transfer your Personal Data to data processors within and outside the European Economic Area. If we do so, we will apply appropriate measures and controls to protect your Personal Data in accordance with applicable data protection laws, regulations and regulatory guidance. In all instances, we will take into account the nature of the Personal Data we are transferring, and the level of protection provided by those processors.

Rights that you have

As your Personal Data is held by us you have rights under GDPR that we will always respect. Your rights are:

- The right to request a copy of the Personal Data which we hold about you without charge;
- The right to request that we correct any incorrect or out of date Personal Data we hold;
- The right to ask us to erase Personal Data when it is no longer necessary for us to keep it;
- The right to withdraw any consent you have given to the processing of your data, at any time;
- The right to request that we provide you with details of the Personal Data we hold about you;
- The right, to send your Personal Data directly to another data controller, so that they can perform a contract with you;
- The right, if you think the Personal Data we hold is wrong, to stop us processing that Personal Data until the issue is resolved;
- The right to object to the processing of Personal Data, including for marketing purposes
- The right to lodge a complaint with the Information Commissioner's Office (the ICO).

New Purpose

If we wish to use your Personal Data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining what we are proposing. We will tell you what we propose and point out new uses or conditions that we wish to apply. We will not process any Personal Data without your consent.

Other websites

The Site may contain links to other websites. This Privacy Notice only applies to our Site so, when you link to other websites, you should read and understand their Privacy Notice.

Contacting us and updating your Data

If you wish to update, correct or change your Personal Data, how we use it or to make a complaint about what we are doing, you can do so by emailing us at contact@itsmytrades.co.uk

If you make a complaint about how we use your Personal Data and we don't resolve it your satisfaction, you can contact the Information Commissioner's Office via their website (www.ico.org.uk).

We will occasionally update this Privacy Notice. We encourage you to review this Privacy Notice, from time to time, so that you can see any changes and remind yourself as to how we use your Personal Data.

This Privacy Notice was last updated June 2021.