

BID4MYJOB

REVERSE AUCTION TERMS AND CONDITIONS

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Table of Contents

Introduction.....	4
Definitions	4
PART 1: PLATFORM SERVICES, USER ACCOUNTS, CUSTOMER AND SERVICE PROVIDER RESPONSIBILITIES	6
1.0 Interpretation	6
2.0 About Bid4MyJob.....	6
3.0 User Accounts.....	8
4.0 Customer Responsibilities	9
5.0 Service Provider Responsibilities	9
PART 2: REVERSE AUCTION PROCESS, BIDS & CONTRACT FORMATION, AND INTRODUCTION FEES.....	10
6.0 Reverse Auction Process	10
7.0 Bids and Contract Formation.....	11
8.0 Customer Platform Fee and Introduction Fee	14
9.0 Payments.....	16
10.0 Customer Payment Default.....	17
11.0 Customer Cancellation Following Acceptance of a Bid	17
12.0 Service Provider Non-Attendance, Cancellation and No-Shows	18
PART 3: VERIFICATION, CUSTOMER DUE DILIGENCE, FRAUD PREVENTION, BID MANIPULATION, SUSPENSION AND TERMINATION	19
13.0 Verification of Insurance, Licences and Qualifications	19
14.0 Customer Acknowledgement and Due Diligence	20
15.0 Fraud, Abuse and Bid Manipulation.....	20
16.0 Suspension and Termination.....	21
PART 4: INTELLECTUAL PROPERTY, PRIVACY & DATA PROTECTION, CONSUMER RIGHTS, INDEMNITY AND LIMITATION OF LIABILITY.....	23
17.0 Intellectual Property	23
18.0 Data Protection	23
19.0 Consumer Rights and Consumer Protection	24
20.0 Unenforceable Provisions	24
21.0 Indemnity	24
22.0 Dispute Resolution	25
23.0 Limitation of Liability.....	25
24.0 Force Majeure.....	26
25.0 Entire Agreement	26
26.0 Assignment.....	27
27.0 Third Party Rights	27

28.0	Severability	27
29.0	Waiver.....	27
30.0	Governing Law and Jurisdiction.....	27
31.0	Changes to these Terms	28
32.0	Contact Information.....	28
33.0	Notices to Bid4MyJob.....	28

Introduction

These Terms set out the procedural and legal obligations between the Customer, Service Provider and Bid4MyJob when using the Bid4MyJob auction Platform. These terms do not govern the legal relationship between:

- a Customer and a Service Provider regarding the performance of a project arising from use of the auction Platform, which shall be subject to a separate contract between the Customer and Service Provider, or,
- the Customer and Bid4MyJob, which shall be governed by an agency agreement between the Customer and Bid4MyJob.

Definitions

In these Terms, unless the context otherwise requires:

- 1.1 **"Account"** means a registered user account on the Platform.
- 1.2 **"Bid"** means an offer submitted by a Service Provider to perform a Job for a Customer at a specified price and on specified terms.
- 1.3 **"Bid Validity Period"** means the period during which a Job remains open for the submission of Bids on the Platform. Any Bid submitted during the Bid Validity Period in accordance with these Terms shall be valid and eligible for consideration by the Customer.
- 1.4 **"Bid4MyJob", "we", "our" or "us"** means Bid4MyJob and its associated businesses, successors and assigns.
- 1.5 **"Content"** means any information, data, text, images, photographs, videos, reviews, comments, files or materials submitted to the Platform.
- 1.6 **"Contract"** means the legally binding agreement formed between a Customer and a Service Provider following acceptance of a Bid by the Customer. Bid4MyJob is not party to any contract signed between the Customer and Service Provider.
- 1.7 **"Customer"** means any homeowner, landlord, tenant, occupier, property owner, property manager, business owner or other person posting a Job on the Platform and accepting a Bid from a Service Provider on the Platform.
- 1.8 **"Customer Platform Fee"** means the fee payable by a Customer in accordance with clause 8.
- 1.9 **"Intended Purpose"** means enabling Customers to publish Jobs, receive Bids from Service Providers. The Platform is an introductory marketplace only and does not provide project management, contract administration, supervision, quality assurance, or any guarantee of the performance of any User.
- 1.10 **"Introduction Fee"** means the fee payable by a Service Provider, following a successful winning Bid, in consideration of Bid4MyJob introducing the Service Provider to a Customer.
- 1.11 **"Job"** means any home renovation, repair, installation, maintenance task, construction work, trade service request or other opportunity published on the Platform by Bid4MyJob.
- 1.12 **"Job Value"** means the estimated price of the Job specified by Bid4MyJob when submitting the Job to the Platform.

- 1.13 **"Platform"** means the Bid4MyJob website, reverse auction software, mobile applications and associated online services.
- 1.14 **"Privacy Policy"** means the Bid4MyJob Privacy Policy as amended from time to time.
- 1.15 **"Reverse Auction"** means the bidding process operated through the Platform whereby Service Providers submit competing Bids in response to a Job.
- 1.16 **"Service Provider"** means any contractor, tradesperson, company, sole trader, consultant or business that submits a Bid for a Job through the Platform.
- 1.17 **"Successful Bidder"** means a Service Provider who has submitted a Bid to perform a Job which has been adjudicated as the winning Bid.
- 1.18 **"Terms"** means these Bid4MyJob Reverse Auction terms and conditions together with any policies expressly incorporated by reference.
- 1.19 **"User"** or **"Users"** means any person or business accessing or using the Platform.

PART 1: PLATFORM SERVICES, USER ACCOUNTS, CUSTOMER AND SERVICE PROVIDER RESPONSIBILITIES

These Terms govern access to and use of the Bid4MyJob website, Platform and associated services. By registering for an Account, posting a Job, submitting a Bid, accepting a Bid, accessing the website, or otherwise using the Platform or services, you agree to be legally bound by these Terms.

1.0 Interpretation

- 1.1 references to singular words include the plural and vice versa;
- 1.2 references to one gender include all genders;
- 1.3 headings are for convenience only and do not affect interpretation;
- 1.4 references to legislation include amendments, replacements and re-enactments of that legislation;
- 1.5 the words "including", "include" and similar expressions shall not limit the scope of the words preceding them.

2.0 About Bid4MyJob

- 2.1 Company Information
 - 2.1.1 Bid4MyJob is the trading name of Poetic Innovations Limited registered at Suite 8b First Floor, Aw House, 6-8 Stuart Street, Luton, United Kingdom, LU1 2SJ, Company Number 15172259.
- 2.2 Marketplace Service Only
 - 2.2.1 Bid4MyJob operates an online reverse auction marketplace designed to connect Customers with independently verified Service Providers, facilitate competitive bidding and assist Customers in obtaining quotations in the form of bids from the market.
 - 2.2.2 Bid4MyJob does not provide trade, construction, maintenance, repair or professional services itself, and is not a construction company, contractor, employment agency or recruitment business. All services provided to perform and deliver a Job are supplied exclusively by independent Service Providers.
 - 2.2.3 While Bid4MyJob will assist and advise Customers with regard to the competence, capability and or qualifications of a Service Provider, Customers shall not select a Service Provider relying only on the advice of Bid4MyJob and shall remain solely responsible for conducting their own checks and assessments before engaging a Service Provider.
 - 2.2.4 Users acknowledge and agree that any decision to post a Job, submit a Bid, award a Job or enter into a Contract is made entirely at their own discretion and risk.

- 2.3 No Employment Relationship
 - 2.3.1 Nothing in these Terms shall create an employment relationship, a partnership, a joint venture or any other form of collaboration, a franchise arrangement, or any other similar relationship between Bid4MyJob and any User. except as expressly provided in clause 2.4 (Appointment as Procurement Agent).
 - 2.3.2 All Service Providers operate as independent contractors providing services through their own company or other entity.
- 2.4 Appointment as a Procurement Agent
 - 2.4.1 Where a Customer uses the Platform to obtain bids from Service Providers, the Customer appoints Bid4MyJob as its non-exclusive and limited agent solely for the purpose of administering and facilitating the bidding process through the Platform.
 - 2.4.2 Bid4MyJob's authority as agent is limited to:
 - 2.4.2.1 publishing and administering Job lots and bids on behalf of the Customer;
 - 2.4.2.2 receiving, collecting and presenting responses from Service Providers;
 - 2.4.2.3 facilitating communications between Customers and Service Providers;
 - 2.4.2.4 and out such administrative functions as are reasonably necessary to operate the Platform and procurement process.
 - 2.4.3 Unless expressly authorised in writing by the Customer, Bid4MyJob has no authority to:
 - 2.4.3.1 enter into any contract on behalf of the Customer;
 - 2.4.3.2 accept any quotation, bid or tender on behalf of the Customer;
 - 2.4.3.3 make representations, warranties or commitments binding on the Customer;
 - 2.4.3.4 or incur any liability on behalf of the Customer.
 - 2.4.4 Any agreement for the provision of services is entered into directly between the Customer and the relevant Service Provider. Bid4MyJob is not a party to that agreement and shall have no responsibility for its performance, enforcement or breach.
 - 2.4.5 The Customer remains solely responsible for selecting Service Providers and for all decisions relating to the award, acceptance or rejection of any bid.

3.0 User Accounts

- 3.1 To register on the platform to bid on a Job, Service Providers are required to create an Account. By registering an Account, the Service Provider confirms that they:
 - 3.1.1 have provided accurate, complete, current, and not misleading information;
 - 3.1.2 have legal capacity to enter into binding agreements;
 - 3.1.3 are at least 18 years old;
 - 3.1.4 will comply with these Terms; and
 - 3.1.5 will promptly update their information where circumstances change.
 - 3.1.6 will maintain the security of their login credentials;
 - 3.1.7 will prevent unauthorised access to their Account;
 - 3.1.8 will conduct all activities regarding Jobs posted on the Platform through their Account.
- 3.2 Unless expressly authorised by Bid4MyJob, a Service Provider may not create or operate multiple Accounts. Bid4MyJob reserves the right to suspend or close duplicate Accounts.
- 3.3 Bid4MyJob reserves the right, at its sole discretion, to refuse any registration application or to terminate an Account.
- 3.4 Bid4MyJob may require verification of identity, contact details, business status, insurance documentation, qualifications or other information at any time.
- 3.5 Bid4MyJob may suspend an Account where inaccurate information has been provided, fraudulent activity is suspected, these Terms have been breached, payment obligations have not been met, abusive conduct has occurred, or where Bid4MyJob reasonably considers suspension necessary to protect the Platform and or its Users.
- 3.6 Service Providers may request closure of their Account at any time. Bid4MyJob may retain information following closure where required by law, regulatory obligations, dispute resolution requirements, or fraud prevention purposes. Closure of an Account shall not affect any payments due or outstanding, unless such payment obligations arise from fraudulent actions, or are the subject of a dispute that had been formally advised in writing between the parties.
- 3.7 Service Providers must immediately notify Bid4MyJob of any suspected unauthorised use.

4.0 Customer Responsibilities

4.1 Customers shall:

- 4.1.1** ensure that all information submitted in relation to a Job is accurate, complete and contains any and all detailed information that will enable a Service Provider to accurately calculate a bid price for the Job and minimise any misunderstandings. While Bid4MyJob will assist and advise Customers in the creation of their listing, Customers are solely responsible for the content of their Job listings, and Bid4MyJob accepts no liability for any errors, omissions, inaccuracies or misrepresentations in information provided by Customers.
- 4.1.2** provide Bid4MyJob and Service Providers with accurate information regarding; site access; parking arrangements; access restrictions; health and safety requirements; and any unusual site conditions.
- 4.1.3** amongst other things, obtain any, planning permissions, building regulation approvals, landlord consents, freeholder consents, licences, and permissions required to undertake the Job.

5.0 Service Provider Responsibilities

5.1 Service Providers must:

- 5.1.1** act professionally and respectfully when dealing with Customers and must possess and maintain all skills, experience, qualifications, licences, registrations, certifications, insurance and other requirements necessary to lawfully perform the services they offer.
- 5.1.2** be solely responsible for pricing their services, managing Jobs, supplying labour and materials, obtaining any required permissions or approvals, ensuring the quality of workmanship provided, completing Jobs, and complying with all applicable laws, regulations, industry standards and health and safety requirements, all as required to meet their obligations and commitments under the Contract with the Customer..
- 5.1.3** comply with any verification requirements imposed by Bid4MyJob from time to time and provide any information or documentation reasonably requested by Bid4MyJob in accordance with clause 14.
- 5.1.4** warrant that all information provided to Bid4MyJob and Customers is accurate, complete, current and factual, ensuring that every effort is made to avoid any misunderstandings by Bid4MyJob or the Customer or to

create a situation whereby there is a risk that decisions may be made based on information that is not correct or complete.

- 5.1.5 be responsible for all tax, VAT, National Insurance, reporting, accounting and other financial obligations arising from their business activities and use of the Platform.

PART 2: REVERSE AUCTION PROCESS, BIDS & CONTRACT FORMATION, AND INTRODUCTION FEES

6.0 Reverse Auction Process

6.1 Publication of Jobs

- 6.1.1 Customers may submit information to Bid4MyJob for the purpose of obtaining quotations from Service Providers for a Job. Bid4MyJob may create, publish, amend, suspend, refuse or remove any Job listing at any time where it reasonably considers such action necessary, including where information is inaccurate, incomplete, misleading, unlawful, inappropriate, harmful to the Platform, inconsistent with these Terms, or where new information becomes available that may affect the suitability of the Job for publication.
- 6.1.2 Customers may request the withdrawal of a Job. However, once a Job has been published, a minimum charge of £25.00 will be applied should the Job be withdrawn or cancelled.

6.2 No Guarantee of Outcome

- 6.2.1 Bid4MyJob provides an online marketplace and reverse auction platform only. The purpose of the reverse auction process is to encourage competitive pricing from Service Providers and engagement between Service Providers and Customers;
- 6.2.2 Bid4MyJob does not guarantee that any Job will receive Bids, attract interest, result in a Contract, achieve any particular price, saving or commercial outcome, be completed or performed to any particular standard;
- 6.2.3 Bid4MyJob is not responsible for the availability, conduct, suitability, performance, quality of work, payment obligations or actions of Customers or Service Providers. Such matters should be included in the Contract between the Customer and Service Provider.

6.3 Recommended Auction Values

- 6.3.1 Bid4MyJob will provide to the Customer and Service Providers estimated market values, suggested budgets, recommended starting prices, and or indicative auction values for each Job posted on the Platform

- 6.3.2 The guidance is provided from Bid4MyJob's data centre for informational purposes only; and does not guarantee auction performance.
- 6.3.3 Customers may request Bid4MyJob to publish a Job using a value lower than that recommended by Bid4MyJob. In this event, the Customer acknowledges that doing so may risk significantly reducing the interest of potential Service Providers and thereby materially reducing the number of bids received.
- 6.3.4 Where a Customer elects to publish a Job at a value below the amount recommended by Bid4MyJob and the Job receives no Bids:
 - 6.3.4.1 the Customer agrees that Bid4MyJob has nevertheless supplied marketplace and auction services.
 - 6.3.4.2 the Customer Platform Fee shall be charged by Bid4MyJob in full should no bid be received or the Job withdrawn from the process.
- 6.4 Platform Discretion
 - 6.4.1 Bid4MyJob reserves the right to, suspend auctions, amend auction functionality, remove listings, remove bids, extend auction periods, close auctions early, or intervene where operationally necessary, always provided that such action is taken in good faith and that the affected User or Users have been notified in advance.

7.0 Bids and Contract Formation

- 7.1 Submission of Bids
 - 7.1.1 By submitting a Bid, a Service Provider confirms that it has reviewed the Job details, understands the scope of the works, possesses the necessary skills and resources to perform the Job in accordance with the performance schedule of the Job, and is willing to complete the Job for the amount stated in the Bid. Each Bid constitutes a legally binding offer by the Service Provider.
- 7.2 Pricing and Validity
 - 7.2.1 Service Providers are solely responsible for ensuring their Bids include all costs associated with the Job, including but not limited to, labour, materials, equipment, taxes, insurance, subcontractors and any other expenses. Bid4MyJob shall have no liability for pricing errors. Each Bid shall remain valid for acceptance throughout the Bid Validity Period plus a further seven (7) calendar days after the end of the Bid Validity Period.
- 7.3 Bid Validity and Withdrawal

- 7.3.1 Service Providers are under no obligation to submit a Bid for any Job. On submittal, a Bid constitutes a binding offer and may not be withdrawn, revoked, cancelled or amended during the Bid Validity Period without the prior written consent of Bid4MyJob. Any Bid not accepted by the Customer within the Bid Validity Period plus an additional 7 days shall automatically expire and cease to be capable of acceptance.
 - 7.3.2 Following expiry of the Bid Validity Period, and in any event no later than seven (7) days thereafter, all Bids submitted by Service Providers shall automatically expire and shall be deemed withdrawn without any further notice or action by Bid4MyJob, the Customer, or the relevant Service Provider.
 - 7.3.3 Where a Bid is not accepted by the Customer during the Bid Validity Period, but the Customer subsequently wishes to proceed with the Job, the Customer must create and publish a new auction. Any previous auction, Bid, pricing, offer, or submission shall have no continuing effect. Bid4MyJob may, but shall not be obliged to, re-invite the original Service Providers to participate in the new auction.
 - 7.3.4 The Customer acknowledges and agrees that any re-submission of a Job constitutes a new and separate auction process. The Customer accepts that pricing, availability, terms, and Bid amounts may differ from those received under any previous auction. The Customer shall have no right to require any Service Provider to honour, match, reinstate, or otherwise make available any Bid submitted in a previous auction. All Bids submitted in a new auction shall be treated as independent and legally binding offers, and the Customer irrevocably waives any claim, right, or expectation to rely upon or enforce pricing contained within an expired, withdrawn, or unaccepted Bid.
- 7.4 Acceptance of Bids and Contract Formation
- 7.4.1 Where a Customer accepts a Bid within the Bid Validity Period, a legally binding Contract is formed directly between the Customer and the Service Provider. The Customer's acceptance of a Bid constitutes acceptance of the Service Provider's offer to perform the Job on the terms agreed between them.
 - 7.4.2 Following acceptance of a Bid, the Customer and Service Provider shall be solely responsible for drawing up and agreeing a Contract which shall include, amongst other things, the scope of works, specifications, finishes, quality requirements, applicable standards, delivery and completion schedules, payment terms and arrangements, warranties, and any other commercial, technical or legal requirements relevant to the Job.
 - 7.4.3 Bid4MyJob does not collect, hold, process, safeguard, administer or control any deposits, stage payments,

milestone payments or other sums payable under a Contract. All such payments are agreed and made directly between the Customer and the Service Provider.

7.5 Change Request and contract amendment

7.5.1 A Service Provider may propose a change request only where:

7.5.1.1 information provided by the Customer was inaccurate, incomplete or misleading;

7.5.1.2 conditions are discovered which could not reasonably have been identified before the Contract was entered into;

7.5.1.3 the Customer requests additional work or a change to the scope of the Job; or

7.5.1.4 unforeseen circumstances arise which could not reasonably have been anticipated by a reasonably competent Service Provider prior to submitting the Bid and which materially affect the cost, method or duration of the Job.

7.5.2 Before undertaking any additional work, the Service Provider shall provide the Customer with details of:

7.5.2.1 the reason for the change;

7.5.2.2 the additional work required;

7.5.2.3 the revised price;

7.5.2.4 any impact on completion timescales.

The Customer shall be free to accept or reject the proposed amendment and must be agreed in writing with the Customer before undertaking the additional work.

7.5.3 A Service Provider shall not increase the Contract Price or undertake chargeable additional work unless the Customer has agreed to the variation.

7.5.4 Where previously unknown conditions or defects are discovered after work has commenced and those conditions could not reasonably have been identified prior to commencement of the Job, the Service Provider may suspend the affected element of the work whilst the parties consider a proposed change request.

7.5.5 Where a dispute arises regarding a proposed change request, Bid4MyJob may, at its discretion, provide guidance or an assessment as to whether the additional work appears reasonably necessary and whether the proposed price adjustment appears broadly consistent with prevailing market rates. Any such assessment is provided for information only and shall not be binding on either party. Bid4MyJob is not acting as a surveyor, quantity surveyor, engineer, construction professional or expert witness.

7.5.6 A change request shall not be used to correct pricing errors, omissions, under-estimation, or inaccurate assumptions

which a reasonably competent Service Provider ought to have identified before submitting a Bid.

- 7.5.7 A Service Provider shall not submit a change request solely because the Bid was calculated incorrectly or because the Service Provider subsequently determines that the Job is less profitable than anticipated.

7.6 Failure to Honour Bids

- 7.6.1 Service Providers shall honour Bids accepted by the Customer and shall not engage in any conduct that undermines the integrity of the bidding process, such as such as withdrawing a Bid after submission, materially increasing the price after being selected, providing misleading information, colluding with others, or attempting to circumvent the Platform's bidding process.

- 7.6.2 Where a Successful Bidder withdraws, becomes unable or unwilling to perform the Job and or fails to enter into a Contract with the Customer within 7 calendar days from winning the auction, or otherwise breaches these Terms, any Introduction Fee paid shall be forfeited and retained by Bid4MyJob. Bid4MyJob may, at its sole discretion, award the Job to another bidder in place of the original Successful Bidder, reopen the auction, invite further Bids, or take such other action as it considers appropriate.

7.7 Bid4MyJob Not a Party to Contracts

- 7.7.1 Bid4MyJob is not a party to any Contract formed between a Customer and a Service Provider and is not responsible for amongst other things the performance of the services, management of the Job, supervision of works, payment obligations or any dispute arising between the parties. Nothing in these Terms limits any rights or remedies that a Customer or Service Provider may have directly against the other in relation to a Contract.

- 7.7.2 Where a Customer repeatedly accepts Bids and subsequently cancels Jobs, Bid4MyJob may treat such behaviour as misuse of the Platform and shall suspend or terminate the Customer's Account.

8.0 Customer Platform Fee and Introduction Fee

8.1 Customer Platform Fee

- 8.1.1 A Customer may submit a Job to the Platform without any payment in advance, subject to the provisions of this clause.

- 8.1.2 The Customer Platform Fees specified below (ex. VAT) shall be:

- 8.1.2.1 £25 where the Job value is up to £2,500;

- 8.1.2.2 £50 where the Job value is between £2,501 and £5,000;
 - 8.1.2.3 £100 where the Job value is between £5,001 and £10,000; and
 - 8.1.2.4 5% of the Job value, subject to a maximum fee of £250, where the Job value exceeds £10,000.
 - 8.1.3 The Customer shall pay the Customer Platform Fee specified on the Platform where:
 - 8.1.3.1 the Customer withdraws, cancels or otherwise removes a Job after it has been submitted to the Platform, regardless of whether any bids have been received; or
 - 8.1.3.2 the Service Provider has been selected as the Successful Bidder and the Customer fails to enter into a Contract with that Service Provider within 7 calendar days of being notified of the successful bid; or
 - 8.1.3.3 no Bid has been received for a Job because the Customer proceeded with the Platform use at an estimated value less than the Job Value advised by Bid4MyJob and agreed by the Customer,
 - 8.1.3.4 The Customer Platform Fee reasonably compensates Bid4MyJob for the costs incurred in listing, administering and operating the auction process in respect of the Job. In the event that the Customer Platform Fee is to be paid because of the events set out in clauses 8.1.2, such payment is in respect of such reasonable compensation and not made as a penalty.
 - 8.1.4 No Customer Platform Fee shall be payable where the Customer can demonstrate that the Successful Bidder:
 - 8.1.4.1 materially misrepresented its qualifications, experience or pricing; or
 - 8.1.4.2 failed to meet applicable legal or regulatory requirements; or
 - 8.1.4.3 declined or failed to proceed with the Job within 7 days of the specified start date.
- 8.2 Introduction Fee
 - 8.2.1 The Introduction Fee is payable by the Successful Bidder to Bid4MyJob following notification by Bid4MyJob that its Bid has been accepted by the Customer.
 - 8.2.2 The Introduction Fee is charged in consideration of the introduction facilitated by Bid4MyJob and is separate from and additional to any sums payable under the Contract between the Customer and the Service Provider.

- 8.2.3 The minimum Introduction Fee payable shall be 5% of the accepted Bid value or £25.00, whichever is greater.
- 8.2.4 Introduction Fees paid by a Successful Bidder shall be refundable only where:
 - 8.2.4.1 the Customer withdraws, cancels or removes the Job after the Successful Bidder has been selected; or
 - 8.2.4.2 the Customer does not enter into a Contract with the Successful Bidder within 7 calendar days of notification of the successful Bid; or
 - 8.2.4.3 Bid4MyJob determines, acting reasonably, that the Customer is unwilling or unable to proceed with the Job.
- 8.2.5 Introduction Fees paid by a Successful Bidder shall be non-refundable where:
 - 8.2.5.1 the Successful Bidder withdraws from the Job after being selected as the Successful Bidder;
 - 8.2.5.2 the Successful Bidder does not enter into a Contract with the Customer within 7 calendar days of notification of the successful Bid;
 - 8.2.5.3 the Successful Bidder otherwise elects not to proceed with the Job; or
 - 8.2.5.4 the Successful Bidder breaches these Terms in connection with the Job; or
 - 8.2.5.5 the Successful Bidder materially misrepresented its qualifications, experience or pricing; or
 - 8.2.5.6 the Successful Bidder failed to meet applicable legal or regulatory requirements.
- 8.2.6 No refund shall arise automatically. Bid4MyJob may require such information and evidence as it reasonably considers necessary before determining whether a refund of an Introduction Fee is payable under this clause.

9.0 Payments

- 9.1 Payment Arrangements
 - 9.1.1 All payments relating to a Contract shall be agreed and made directly between the Customer and the Service Provider.
 - 9.1.2 Bid4MyJob is not a party to any payment arrangement between a Customer and a Service Provider and shall not be responsible for amongst other things invoicing, payment collection, non-payment, refunds, chargebacks, debt recovery, or the enforcement of payment obligations arising under a Contract.
- 9.2 No Guarantee of Payment
 - 9.2.1 Bid4MyJob does not guarantee that a Customer will pay a Service Provider, or that any amounts due under a Contract will be paid or recovered.

10.0 Customer Payment Default

10.1 Payment Obligations and Non-Payment

- 10.1.1 The Customer acknowledges that acceptance of a Bid creates a contractual relationship between the Customer and the Service Provider and may give rise to legally binding payment obligations under the Contract.
- 10.1.2 Any failure to make payment, including any resulting interest, legal action, debt recovery, or additional costs, shall be governed solely by the Contract and not by Bid4MyJob.
- 10.1.3 Bid4MyJob reserves the right to maintain internal records relating to payment defaults for risk management and fraud prevention purposes.

10.2 No Liability for Payments

- 10.2.1 Bid4MyJob shall not be responsible for any unpaid invoices, outstanding balances, payment delays, debt recovery costs, enforcement proceedings or other losses arising from or relating to a Customer's failure to pay a Service Provider under a Contract.

10.3 Account Restrictions

- 10.3.1 Where Bid4MyJob becomes aware that a Customer has failed to make payment to a Service Provider under a Contract, Bid4MyJob may, at its sole discretion, issue warnings, restrict the Customer's access to Platform functionality, reject or remove future Job postings, or take any other reasonable action to protect the Platform and its Users.

10.4 Service Provider Rights Preserved

- 10.4.1 Nothing in these Terms restricts or limits a Service Provider's right to pursue any lawful remedy available in relation to a Customer's failure to satisfy payment obligations under a Contract.

11.0 Customer Cancellation Following Acceptance of a Bid

- 11.1 The Customer acknowledges that accepting a Bid through the Platform creates a legally binding Contract between the Customer and the Service Provider.
- 11.2 Any rights, remedies, charges, costs or liabilities arising from cancellation of a Contract shall be governed by the Contract between the Customer and the Service Provider.
- 11.3 Repeated cancellation of multiple Jobs by the Customer may be treated as misuse of the Platform and may result in permanent removal.

- 11.4 Bid4MyJob shall have no responsibility or liability whatsoever to either the Customer or the Service Provider for any loss, cost, charge, liability, dispute, or other consequence arising from the cancellation of a Contract by a Customer.

12.0 Service Provider Non-Attendance, Cancellation and No-Shows

- 12.1 Where a Service Provider enters into a Contract with a Customer, the Service Provider shall use reasonable endeavours to perform the agreed services professionally, attend agreed appointments and commencement dates, and complete the services within the agreed timescales.
- 12.2 To preserve the integrity and commercial operability of the Platform, repeated failures to attend, repeated rescheduling, abandonment of a Job, unexplained cessation of communication, or similar conduct may be treated by Bid4MyJob as poor performance or misuse of the Platform. Any action taken by Bid4MyJob shall be separate from and without prejudice to any rights existing between the Customer and Service Provider under the Contract.
- 12.3 Where Bid4MyJob determines that conduct described in clause 12.2 has occurred, Bid4MyJob may, in its sole discretion, restrict bidding privileges, reduce Platform visibility, suspend or terminate the Service Provider's Account, or take any other action permitted under these Terms.
- 12.4 Any legal rights arising from a Service Provider's failure to attend or perform services shall remain matters between the Customer and the Service Provider.
- 12.5 Bid4MyJob shall not be liable for any job delays, non-attendance, missed appointments, losses arising from cancellation, defective performance, or abandonment of works by a Service Provider.

PART 3: VERIFICATION, CUSTOMER DUE DILIGENCE, FRAUD PREVENTION, BID MANIPULATION, SUSPENSION AND TERMINATION

13.0 Verification of Insurance, Licences and Qualifications

- 13.1 Service Provider Compliance and Verification
 - 13.1.1 Each Service Provider is solely responsible for obtaining, maintaining and complying with all licences, registrations, qualifications, certifications, memberships, accreditations, permits, approvals and insurance policies required to lawfully provide its services and perform any Job.
- 13.2 Service Providers warrant that:
 - 13.2.1 all such licences, registrations, qualifications, accreditations and insurance policies are valid and shall remain valid throughout the duration of any Contract entered into through the Platform; and
 - 13.2.2 all information and documentation provided to Bid4MyJob, including information relating to identity, qualifications, registrations, licences, memberships, accreditations, insurance, references, business credentials and professional experience, is accurate, current, complete and not misleading.
- 13.3 Bid4MyJob may, at any time and without prior notice, conduct verification checks and require such information or documentary evidence as it reasonably considers necessary to verify compliance with this clause, for purposes including fraud prevention, regulatory compliance, risk management and platform integrity.
- 13.4 Service Providers shall promptly provide any information or documentation reasonably requested by Bid4MyJob and ensure that all submitted information remains accurate, valid and up to date.
- 13.5 The provision of inaccurate, incomplete or misleading information, failure to cooperate with verification checks, or failure to maintain valid licences, qualifications, registrations or insurance may constitute a material breach of these Terms and may result in Bid4MyJob implementing procedures in accordance with clause 16.
- 13.6 Verification Disclaimer
 - 13.6.1 Any verification activity undertaken by Bid4MyJob is conducted solely for Platform administration, fraud prevention, compliance and risk management purposes.
 - 13.6.2 Such verification does not constitute an endorsement, recommendation, certification, guarantee of competence, experience, suitability or workmanship.

14.0 Customer Acknowledgement and Due Diligence

14.1 Customer Acknowledgement and Due Diligence

- 14.1.1 Customers are solely responsible for evaluating the suitability of any Service Provider before entering into a Contract.
- 14.1.2 Customers must undertake their own enquiries, checks and due diligence in relation to any Service Provider.
- 14.1.3 Notwithstanding Bid4MyJob's advice and support to the Customer regarding such enquiries, any such verification activity carried out by Bid4MyJob does not remove or reduce this responsibility.

15.0 Fraud, Abuse and Bid Manipulation

15.1 Commitment to Fair Auctions

- 15.1.1 Bid4MyJob is committed to maintaining a fair, transparent and competitive marketplace.
- 15.1.2 Users shall not engage in any conduct that undermines or is likely to undermine the integrity of the Platform or the Reverse Auction process.

15.2 Prohibited Conduct

- 15.2.1 Users must not submit false or misleading information, create Jobs that do not nor have never existed, misrepresent qualifications, impersonate any person or business, use false identities, create multiple Accounts without permission, misuse review systems, engage in fraudulent activity, or otherwise use the Platform in a dishonest, deceptive, unlawful, or misleading manner.

15.3 Bid Manipulation and Auction Interference

- 15.3.1 Users must not engage in any conduct intended to influence, distort, manipulate, or interfere with the bidding process or auction outcomes, including amongst other things submitting fake or misleading Bids, submitting Bids without the intention of performing the Job, artificially inflating or suppressing prices, encouraging others to influence auction outcomes, entering into coordinated bidding arrangements, colluding with other bidders, using multiple Accounts to influence outcomes, interfering with competitor participation, or otherwise undermining the integrity of the Platform or its auction processes.

15.4 Fraudulent Information

- 15.4.1 Users must not provide forged documents, altered certificates, invalid insurance information, inaccurate company information, false contact details, misleading qualifications, or any other false, misleading, inaccurate, or deceptive information in connection with their use of the Platform.

15.5 Circumvention

- 15.5.1 Users shall not attempt to circumvent Customer Platform fees, policies or processes. Examples include but are not limited to:
 - 15.5.1.1 creating alternative accounts;
 - 15.5.1.2 moving transactions off platform to avoid Platform charges
 - 15.5.1.3 disguising User identities; or
 - 15.5.1.4 manipulating account status.

15.6 Right to Investigate

- 15.6.1 Bid4MyJob reserves the right to investigate any activity that it reasonably believes may involve amongst other things dishonesty, bid manipulation, abuse of the auction process, breaches of these Terms, or any other conduct that may compromise the integrity, security, or lawful operation of the Platform.

15.7 Cooperation, Reporting and Enforcement

- 15.7.1 Users must cooperate fully with any investigation conducted by Bid4MyJob and are encouraged to report any suspected or actual misuse of the Platform. Where Bid4MyJob reasonably believes there has been misconduct, it may remove any bids, reviews, messages, listings, photographs, documents, or other content, and shall cooperate as required with law enforcement agencies, regulatory authorities, courts, government departments, fraud prevention bodies, or other relevant organisations where required by law or where reasonably necessary to investigate or address suspected misconduct. Failure to cooperate with an investigation will result in the suspension or termination of the relevant Account.

16.0 Suspension and Termination

16.1 Right to Suspend

- 16.1.1 Bid4MyJob may suspend an Account at any time where it reasonably believes that:
 - 16.1.1.1 these Terms have been breached;
 - 16.1.1.2 fraudulent activity or other misuse has occurred;
 - 16.1.1.3 inaccurate information has been supplied;
 - 16.1.1.4 a User poses a risk to the Platform;

- 16.1.1.5 a User poses a risk to other users; or
- 16.1.1.6 suspension is reasonably necessary to protect the integrity and operability of the Platform and its Users.

16.2 Suspension and Termination

- 16.2.1 Bid4MyJob may, at its sole discretion, suspend, restrict or terminate a User's Account where the User amongst other things breaches these Terms, fails to honour contractual commitments, manipulates auctions, engages in fraud or unlawful conduct, provides false or misleading information, abuses other users or Bid4MyJob personnel, damages the reputation, integrity or operation of the Platform, or otherwise engages in conduct that Bid4MyJob reasonably considers inappropriate or harmful.
- 16.2.2 During any suspension or upon termination, Bid4MyJob may restrict or remove access to the Platform, disable bidding and communication functions, remove listings, withdraw bids from active auctions, remove or retain reviews, limit Platform functionality, and retain information where required by law or for legitimate business purposes. Upon termination, the User's right to access and use the Platform shall immediately cease.
- 16.2.3 Users shall not be entitled to any compensation, damages, reimbursement, refund, or other payment arising solely from the suspension or termination of an Account, the removal of content, or any restriction, limitation, or loss of access to the Platform, where such action has been caused by a User's breach of clause 17 herein.

16.3 Survival of Rights

- 16.3.1 Termination of an Account shall not affect any accrued rights, payment obligations, indemnities, liability provisions, dispute resolution provisions, or any other provision which by its nature is intended to survive termination.

16.4 Liability Under English Law

- 16.4.1 Actions taken in accordance with clause 17 shall be addition to and not in place of English Law.

PART 4: INTELLECTUAL PROPERTY, PRIVACY & DATA PROTECTION, CONSUMER RIGHTS, INDEMNITY AND LIMITATION OF LIABILITY

17.0 Intellectual Property

17.1 Ownership of Intellectual Property

17.1.1 All intellectual property rights in and relating to the Platform, including amongst other things the Bid4MyJob name, logos, branding, trademarks, domain names, content, software, databases, data compilations, graphics, photographs, designs, functionality, user interfaces, workflows and other proprietary materials, are owned by, licensed to, or otherwise controlled by Bid4MyJob. Nothing in these Terms transfers any rights in intellectual property and data relating to the Platform to a User or any other party.

17.2 Licence and Restrictions

17.2.1 Subject to these Terms, Bid4MyJob grants Users a limited, non-exclusive, non-transferable and revocable licence to access and use the Platform for its Intended Purpose. Users must not copy, reproduce, modify, distribute, reverse engineer, scrape, harvest, exploit, clone, create derivative works from, or otherwise use the Platform, its content, branding, data, functionality or intellectual property for any unauthorised, commercial or competing purpose, nor use any Bid4MyJob branding in a manner that suggests affiliation, endorsement or approval without the prior written consent of Bid4MyJob.

17.3 Customer Content

17.3.1 Customers and Service Providers retain ownership of any content they upload to the Platform, including photographs, drawings, specifications, plans, descriptions, and other materials relating to a Job. By uploading such content, the Customer grants Bid4MyJob a worldwide, royalty-free, non-exclusive licence to host, store, reproduce, display, distribute, format, publish, promote, and otherwise use the content for the purposes of operating, maintaining, improving, and marketing the Platform.

18.0 Data Protection

18.1 Privacy and Data Protection

18.1.1 Bid4MyJob processes personal information in accordance with applicable data protection laws, including the UK GDPR, the Data Protection Act 2018, and other applicable

privacy and electronic communications legislation. Full details of how personal information is collected, used, stored, shared, protected, and processed are set out in the Privacy Policy, which forms part of these Terms and is available at: <https://www.bid4myjob.co.uk/Privacy-Policy>

18.1.2 User Acknowledgement and Responsibilities

By creating an Account or using the Platform, Users acknowledge that they have read and understood the Privacy Policy and consent to the processing of their personal information as described within it. Users are responsible for ensuring that any personal information they provide is accurate, lawfully disclosed, necessary for the relevant purpose, and compliant with applicable law, and must not upload personal information relating to another individual without appropriate authority or legal basis.

- 18.2 Bid4MyJob implements appropriate technical and organisational measures to protect personal information; however, no internet-based service can be guaranteed to be completely secure, and Users acknowledge that the transmission of information over the internet is undertaken at their own risk.

19.0 Consumer Rights and Consumer Protection

- 19.1 Where a Customer is acting as a Consumer, nothing in these Terms shall exclude, restrict or limit any statutory rights or mandatory consumer protections that cannot lawfully be excluded under applicable law. These Terms shall be interpreted consistently with the Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations, applicable distance selling and consumer contract legislation, and any other mandatory consumer protection legislation.

20.0 Unenforceable Provisions

- 20.1 If any part of these Terms is deemed unenforceable, invalid or unlawful by a court or tribunal, the remaining provisions shall continue in full force and effect.

21.0 Indemnity

- 21.1 Users shall indemnify and hold harmless Bid4MyJob, its officers, employees, contractors, agents, affiliates and representatives against all losses, liabilities, claims, damages, costs and expenses (including legal, professional, investigation, regulatory and settlement costs) arising from their use or misuse of the Platform, breach of these Terms or any Contract, fraud, unlawful conduct, inaccurate or misleading information, infringement of intellectual property rights, harm caused to another User, or any dispute between Customers and Service

Providers. This indemnity shall survive termination of these Terms and closure of any Account.

22.0 Dispute Resolution

22.1 Disputes Between Users

22.1.1 Customers and Service Providers must attempt to resolve disputes directly and in good faith before commencing formal proceedings. Any dispute relating to a Contract, payment, services, performance, or other dealings between Customers and Service Providers shall remain solely between them, and Bid4MyJob shall not act nor be required to act in any related way whatsoever as an adjudicator, arbitrator, mediator, legal adviser, or decision maker in relation to such disputes.

22.2 Customer and Service Provider Disputes

22.2.1 Bid4MyJob shall not be liable for any loss, cost, claim, damage, dispute or liability arising from disagreements between Users, dissatisfaction with services, cancellation of works, alleged negligence by a Customer or Service Provider, payment disputes, performance issues, or the enforcement of Contracts. Any such dispute shall remain solely between the Customer and the Service Provider.

22.2.2 Where a dispute cannot be resolved directly, the parties may pursue any legal remedy available to them.

22.3 Role of Bid4MyJob:

22.3.1 Bid4MyJob may, at its sole discretion, provide administrative assistance to facilitate communication between Users, but accepts no liability for any dispute or its outcome. Users recognise that the Platform holds records, including amongst other things listings, bids, messages, reviews, uploaded documents, account records, timestamps, and audit logs, which may assist as evidence in any dispute.

23.0 Limitation of Liability

23.1 Excluded Liability and Contract Performance

23.1.1 To the fullest extent permitted by law, Bid4MyJob shall not be liable for any acts, omissions, performance, non-performance, workmanship, delays, cancellations, missed appointments, abandoned jobs, inaccurate quotations, payment issues, contractual disputes, property damage, personal loss, loss of profits, revenue, savings, goodwill, business opportunities, reputational damage, or any indirect

or consequential loss arising from a Job, a Contract, or the use of the Platform. Bid4MyJob does not monitor, supervise, enforce, or guarantee the performance of Contracts between Customers and Service Providers, and any dispute relating to a Contract shall be resolved solely between the parties to that Contract.

23.2 Platform Availability and Liability Cap

23.2.1 Bid4MyJob does not guarantee uninterrupted or error-free access to the Platform and shall not be liable for any downtime, maintenance, technical faults, software errors, cyber incidents, internet outages, or failures of third-party providers.

23.2.2 To the fullest extent permitted by law, Bid4MyJob's total aggregate liability arising out of or in connection with the Platform, Services or these Terms shall not exceed the lesser of:

23.2.2.1 the Introduction Fee paid in relation to the relevant Job; or

23.2.2.2 £100

23.3 No Exclusion of Non-Excludable Liability

23.3.1 Nothing in these Terms shall exclude or limit liability for:

23.3.1.1 death or personal injury caused by negligence;

23.3.1.2 fraud or fraudulent misrepresentation; or

23.3.1.3 any other liability that cannot lawfully be excluded.

24.0 Force Majeure

24.1 Bid4MyJob shall not be liable for any delay, interruption, failure, or inability to perform its obligations under these Terms where such circumstances arise from events beyond its reasonable control, including acts of God, severe weather, flood, fire, epidemic, pandemic, war, terrorism, civil unrest, industrial disputes, supplier, utility, telecommunications or internet failures, cyber-attacks, government action, legal or regulatory changes, court orders, or any other force majeure event. Bid4MyJob's obligations shall be suspended for the duration and extent of the affected event, and Bid4MyJob shall have no liability for any resulting loss, cost, damage, or delay.

25.0 Entire Agreement

25.1 These Terms, together with the Privacy Policy, any Platform policies, documents incorporated by reference, and any written amendments issued by Bid4MyJob, constitute the entire agreement between

Bid4MyJob and a Customer or Service Provider and supersede all prior discussions, negotiations, understandings, representations, communications, and agreements relating to the Platform.

- 25.2 For the avoidance of doubt, the terms and condition of any Contract between a Customer and a Service Provider are independent of this agreement.

26.0 Assignment

- 26.1 Bid4MyJob may assign, transfer, subcontract, novate or otherwise deal with its rights and obligations under these Terms without User consent. Users may not assign, transfer or otherwise dispose of any rights or obligations under these Terms without Bid4MyJob's prior written consent.

27.0 Third Party Rights

- 27.1 Except as expressly stated in these Terms, a person who is not a party to these Terms shall have no rights to enforce them, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

28.0 Severability

- 28.1 If any provision of these Terms is found to be invalid, unlawful, void, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

29.0 Waiver

- 29.1 No failure, delay, or partial exercise by Bid4MyJob of any right or remedy under these Terms shall constitute a waiver of that right or remedy. Any waiver shall be effective only if made in writing by an authorised representative of Bid4MyJob and shall apply only to the specific circumstances for which it is given.

30.0 Governing Law and Jurisdiction

- 30.1 These Terms, and any dispute or claim arising out of or in connection with the Platform, any Account, Job, Bid, or Contract formed through the Platform, shall be governed by the laws of England and Wales and, subject to any rights available to Consumers under applicable law, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

31.0 Changes to these Terms

- 31.1 Bid4MyJob may amend, update or modify these Terms at any time. Any revised Terms will be published on the Bid4MyJob website and will take effect from the date specified in the updated version. Continued use of the Platform after the effective date constitutes acceptance of the revised Terms. Where Bid4MyJob considers a change to be material, it will provide notice by email, platform notification, account message or website announcement. Failure to receive such notice shall not affect the validity or enforceability of the updated Terms.

32.0 Contact Information

- 32.1 Questions regarding these Terms may be directed to Bid4MyJob using the contact information specified within these terms and conditions.

33.0 Notices to Bid4MyJob

- 33.1 Formal legal notices must be submitted using the contact details specified within these terms and conditions.