

## TERMS AND CONDITIONS

**Effective Date: 10 January 2017**

### **1. Introduction**

- 1.1 This website is owned and operated by Sparemytime Limited. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our Service (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 These terms and conditions apply to all Users. The Addendum (at the end of these terms and conditions) contains additional terms which apply only to Service Providers. In the event of any conflict, the Addendum takes priority.

### **2. Definitions**

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
  - a) “Chargeback” means any payment that is for any reason cancelled, refunded, reversed, charged back, withdrawn, disputed or otherwise called into question together with any fees, penalties or other charges that are or may be payable in connection therewith.
  - b) “Consumer” - an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
  - c) “Content” - all information of whatever kind published, stored or sent on or in connection with our Service.
  - d) “Customer” – User who uses our Service for the purpose of utilising Third Party Services.
  - e) “Customer Fees” – fees payable by Customers for Third Party Services.
  - f) “our Service”– our website, the services we offer by means of our website and any related software and services.
  - g) “Service Provider” - a User who uses our Service for the purpose of providing Third Party Services to Customers.
  - h) “Third Party Contract” – the contract for the supply of Third Party Services.
  - i) “Third Party Services” – home-related, garden-related, home office, handyman, pet-related or other services.
  - j) “User” - a person who uses our Service (whether or not registered with us).

### **3. Changes to the terms and conditions**

- 3.1 We may change these terms and conditions by posting the revised version on our website at least 14 days before they become effective. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our Service following the effective date shown.

### **4. Use of our Service - general**

- 4.1 We grant Users a limited personal right to use our Service subject to these terms and conditions.
- 4.2 You are not eligible for, and must not use or register on, our Service if:
  - a) you are below 18 years of age; or
  - b) you have been convicted of any offence, or subject to any court order, relating to assault, violence, sexual misconduct or harassment.

- 4.3 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.
- 4.4 You agree that you will not in connection with the Service:
- a) breach any applicable law, regulation or code of conduct;
  - b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:
    - i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
    - ii) infringes any intellectual property or other rights of others;
    - iii) involves phishing or scamming or similar; or
    - iv) we otherwise reasonably consider to be inappropriate;
  - c) publish or send any Content which involves revealing any personal data of another person (i.e. information enabling someone to be identified or contacted) unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
  - d) impersonate any person or entity for the purpose of misleading others;
  - e) publish or send any Content which links to any third party websites which are unlawful or contain inappropriate Content;
  - f) sell access to the Service;
  - g) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
  - h) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
  - i) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
  - j) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
  - k) do anything which may negatively affect other Users' enjoyment of the Service;
  - l) gain unauthorised access to any part of the Service or equipment used to provide the Service;
  - m) use any automated means to interact with our systems excluding public search engines; or
  - n) attempt, encourage or assist any of the above.
- 4.5 You must not do anything which damages, or might damage, our reputation.
- 4.6 You must comply with any guidelines or requirements on our website.
- 4.7 You must promptly comply with any reasonable request or instruction by us in connection with the Service.
- 4.8 We are entitled to impose and/or change limitations on usage of our Service, for example in relation to bandwidth.
- 4.9 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.
- 4.10 We do not supply support except to the extent specifically stated on our Service, as may be varied from time to time.

## **5. Very Important**

5.1 **Our Service constitutes a neutral platform whereby Service Providers can arrange to supply their Third Party Services to Customers. While we facilitate such arrangements, the Third Party Contract is between the Service Provider and the Customer. Notwithstanding anything to the contrary on our website, we are not a party to the Third Party Contract itself. We are not involved in the substance of the relationship between the Service Provider and the Customer.**

5.2 **Service Providers and Customers acknowledge that any legal recourse arising from breach of the Third Party Contract or otherwise in relation to the Third Party Contract is against the other party to the Third Party Contract and not against us.**

## **6. Formation of contracts**

6.1 By registering on our site, you are making an offer to contract with us for supply of our Service.

6.2 A contract is formed between you and us for use of our Service if and when we send you a confirmation email confirming that you have been accepted to use our Service. (This is separate from the Third Party Contract, the formation of which is explained further below.) We are entitled in our absolute discretion and without giving reasons to reject any application by a Customer or Service Provider to contract with us.

6.3 A Third Party Contract is formed between the Customer and Service Provider when we send emails to Customer and Service Provider(s) confirming the agreed details of the booking. All communications relating to formation of a Third Party Contract must be sent via our Service.

6.4 Customers and Service Providers promise to us that they will comply with their obligations to the other party under the Third Party Contract.

## **7. Applicable to Customers only**

7.1 If we describe Service Providers as “vetted” or similar, we are promising only that we have carried out certain limited checks when the Service Providers signed up with us and that those checks did not reveal any cause for concern. You acknowledge that in carrying out these checks we are reliant on information supplied by third parties. We cannot guarantee that that information is accurate or that it will remain accurate. Nor can we guarantee that the Service Providers will comply with the Third Party Contract or that they are otherwise suitable for your purposes. We do not guarantee that any insurance held by Service Providers is adequate for your purposes or that it will be maintained. You use Service Providers at your risk.

7.2 You agree to notify us promptly of any complaint about a Service Provider.

7.3 You agree not to book any services from, or engage, any Service Provider other than via our Service. You agree not to engage any Service Provider for 6 months after termination of this agreement.

7.4 You shall not make any payment for Third Party Services direct to a Service Provider.

## **8. Third Party Contract – terms including legal right to cancel**

*General*

- 8.1 The Third Party Contract includes the terms set out in this section. In the event of any conflict between these and any Service Provider terms and conditions incorporated into the Third Party Contract, these terms take priority.
- 8.2 The Service Provider promises that it has the necessary abilities (including licenses, permissions, qualifications, skills, training, expertise, immigration status) in connection with supply of the Third Party Services.
- 8.3 The Service Provider shall supply the Services in accordance with a high degree of professionalism and the highest industry standards.
- 8.4 The Service Provider and the Customer shall comply with applicable laws and regulations in connection with the Third Party Contract.
- 8.5 The Service Provider shall take reasonable steps to arrive at the location for Third Party Services on time and to comply with reasonable requests by Customers in connection with the Services.
- 8.6 The Service Provider shall respond promptly to communications from Customers.
- 8.7 The Customer agrees to provide a safe and appropriate working environment for Service Providers and to provide reasonable co-operation to Service Providers to enable them to supply Third Party Services.
- 8.8 The Customer promises to hold appropriate occupiers' liability or other relevant insurance cover in the event of injury or loss to the Service Provider.
- 8.9 The Service Provider and Customer shall comply with any guidelines or policies (including relating to Customer complaints) that we may issue from time to time in connection with the Third Party Services.
- 8.10 The Service Provider and Customer promise to deal with each other in a courteous and polite manner.
- 8.11 The Customer acknowledges that job undertaking by a Service Provider on an estimated time basis is an estimate only. The Service Provider must alert the Customer in advance if the time taken for the job is likely to exceed the time estimate and may only exceed the estimate if, and to the extent, agreed with the Customer. If so, the Customer agrees that we may take payment of any additional fees from the Customer's payment card. The Service Provider takes the risk that Customer's card will not have been authorised for such higher fee.
- Cancellation of a visit*
- 8.12 The Service Provider is entitled to cancel any visit for any reason provided that the Service Provider gives the Customer at least 24 hours' notice (or less in case of emergency) via our Service.
- 8.13 The Customer may at any time cancel any visit by a Service Provider via our Service. There is no charge if you cancel at least 24 hours before the scheduled start time for the Service Provider visit. If you cancel later than this, then we will charge a cancellation fee as stated on our Service and you authorise us to use your payment details to take payment accordingly.

*Legal right to cancel*

- 8.14 If you are an EU Consumer, you have the right to cancel the Third Party Contract subject to the provisions set out below.
- a) You have no right to cancel contracts:
    - i) where you have specifically requested a visit from the Service Provider for the purpose of carrying out urgent repairs or maintenance; or
    - ii) for the supply of catering services.
  - b) You lose the right to cancel contracts for the supply of services which have been fully performed, i.e. completed.
  - c) If you do have the right to cancel, the following apply:
    - Right to cancel*
    - d) You have the right to cancel this contract within 14 days without giving any reason.
    - e) The cancellation period will expire after 14 days from the day of the conclusion of the contract.
    - f) To exercise the right to cancel, you must inform us Sparemytime Limited, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX, email address **info@sparemytime.com** on behalf of the Service Provider of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document but it is not obligatory.
    - g) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
      - Effects of cancellation*
      - h) If you cancel this contract, on behalf of the Service Provider we will reimburse to you all payments received from you.
      - i) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
      - j) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
      - k) If you requested to begin the performance of services during the cancellation period, you shall pay us on behalf of the Service Provider an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.
- Payment*
- 8.15 The prices shown on our website include any applicable VAT unless we say otherwise.

- 8.16 The Customer must maintain a valid debit / credit card or other payment details registered via our Service. You agree that we and our third party payment provider may authorise your card for the relevant Customer Fees at any time after a Third Party Contract has been formed and to use your payment details to take payment of Customer Fees on behalf of the Service Provider as set out below following each Service Provider visit including if the Service Provider attends but is unable to gain access to the site to perform the Third Party Services.
- 8.17 Following each visit, it is the Service Provider's responsibility to confirm completion of the work. We will make payment to the Service Provider unless the Customer raises a dispute via our Service within 24 hours of notification of the Service Provider's confirmation. It is the Customer's responsibility to frequently monitor our Service and to check its emails. We are not responsible if communications are not received by the Customer for any reason. If the Customer raises a dispute within 24 hours, then we will endeavour to assist the parties to settle the dispute. The Customer will allow the Service Provider a reasonable opportunity to make good any allegedly defective works. If in our discretion, we consider that a settlement is not feasible, then we will adjudicate on the dispute and our decision will be final. In such case, we will disregard any communications between the parties which were made outside our Service.
- 8.18 If any amount due is unpaid (including unjustifiable Chargeback), without prejudice to any other remedy that may be available to us, we may charge the Customer: (1) a reasonable additional administration fee; (2) the amount of any third party charges imposed on us; and/or (3) interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.19 We may offer discount codes from time to time. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online, (2) cannot be used retrospectively and (3) can only be redeemed once per customer. Also you cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion. We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

## **9. Cancellation of Third Party Contract**

- 9.1 Customers or Service Providers may cancel any Third Party Contract at any time via the relevant form on our Service (subject to the other terms of this agreement including as to cancellation fees).
- 9.2 We are entitled to cancel a Third Party Contract at any time by email notice to both parties without liability to either party if:
- a) either party has been the subject of complaint;
  - b) we have reason to believe that either party has breached this agreement or any other agreement with us; or
  - c) we have reason to believe that this step is necessary to protect us or others.
- 9.3 Third Party Contracts are automatically cancelled if our agreement to supply our Service to the relevant Service Provider or Customer is cancelled for any reason.

9.4 Following cancellation of the Third Party Contract, the Customer remains liable to pay for any Third Party Services performed before cancellation.

## **10. Cancellation of this agreement**

10.1 We are entitled to cancel this agreement for supply of our Service at any time and for any reason by giving email notice of cancellation.

10.2 You are entitled to cancel this agreement at any time via the relevant form on our Service.

10.3 Following cancellation of this agreement: Your right to use our Service is terminated. Accrued rights and liabilities are unaffected. All clauses in this agreement which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use our Service if we have given you notice of cancellation.

## **11. Your Content**

11.1 You are responsible for your Content.

11.2 You promise to us that you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.

11.3 If you write a review, you promise that you have no personal or business relationship with the subject of the review, that you are not a competitor, that you have not been offered any incentive to write the review and that the review is your independent, honest, genuine opinion.

11.4 We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.

11.5 We do not accept responsibility if your Content is misused by other Users as this is outside our reasonable control.

11.6 It is your responsibility to make your own backup of any Content stored within the Service to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.

11.7 We reserve the right to place advertisements adjacent to or within your Content. We retain all revenue from such advertisements.

11.8 We reserve the right without notice to irretrievably delete your Content following cancellation of this agreement or if your account on our Service has been inactive for at least 6 months.

## **12. Third party services / advertising / websites**

12.1 We may use third party-provided services or display third party advertising within our Service and/or link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.

**13. Guidance by us**

- 13.1 Any guidance or similar information which we ourselves make available on our Service is intended as very general guidance information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.

**14. Your account**

- 14.1 Your account on our Service is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

**15. Functioning of our Service**

- 15.1 We do not guarantee that the Service will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.
- 15.2 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason.
- 15.3 We are entitled, without notice and without liability, to make changes to the Service provided these do not have a material adverse effect.

**16. Liability**

- 16.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 16.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 16.3 **Very important:** *If you are a Consumer*, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business.
- 16.4 **Very important:** *If you are a Consumer*, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).
- 16.5 *The following clauses apply only if you are not a Consumer:*
- a) Our liability of any kind (including our own negligence) with respect to our Service for any one event or series of related events is limited to the amount of



Customer Fees paid in respect of Third Party Contracts to which you were a party in the 12 months before the event(s) complained of.

- b) In no event (including our own negligence) will we be liable for any:
  - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - ii) loss of goodwill or reputation;
  - iii) special, indirect or consequential losses; or
  - iv) damage to or loss of data
 (even if we have been advised of the possibility of such losses).
- c) You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- e) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

## **17. Intellectual property rights**

- 17.1 All trade marks, logos, graphics, images, photographs, animation, videos, text and software used on the Service are our intellectual property or that of our partners or other Users for the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.
- 17.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 17.3 If you publish any Content on our Service, you grant us a worldwide, perpetual, non-exclusive, transferable (with right to sub-license), royalty-free licence to use, copy, alter, display, and create extracts of, or derivative works from, that Content in any media formats, on our own Service, on our other channels including mobile, email communications, social media, PR, competitions and press releases and also on third party media, including for the purpose of redistribution or promotion of our Service. You waive your moral rights in relation to such Content to the extent legally permitted. You also grant each User a licence to use your Content in accordance with these terms and conditions.

## **18. Privacy**

- 18.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) [link] which is subject to change from time to time.

## **19. Events outside our control**

- 19.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

## **20. Transfer**

- 20.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not

prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

**21. English law**

- 21.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of courts of the United Kingdom.

**22. General**

- 22.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

**23. Complaints**

- 23.1 If you have any complaints, please contact us via the contact details shown below.

**24. Company information**

- 24.1 Company name: Sparemytime Limited  
24.2 Country of incorporation: England and Wales.  
24.3 Registered number: 09973071  
24.4 Registered office and trading address: 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX  
24.5 Other contact information: See our website.  
24.6 VAT number: 248 2343 07

## **ADDENDUM APPLICABLE ONLY TO SERVICE PROVIDERS**

### **25. General**

- 25.1 If we decide in our absolute discretion to accept your application, we shall include you within our Service as a potential supplier of Third Party Services subject to the terms of this agreement.
- 25.2 You act as an independent contractor and are not an employee of ours. You shall be fully responsible for any tax and national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim (“Liability”) arising from or made in connection with this agreement or the Third Party Services. You indemnify us against all reasonable costs and expenses and any tax, penalty, fine or interest incurred or payable by us in connection with or in consequence of any Liability, other than where such Liability arises from our negligence. We may at our option satisfy such indemnity (whether in whole or in part) by way of deduction from the payments due to be paid to us under this agreement.
- 25.3 You promise that you will promptly notify of us of any material change in your ability to supply the Third Party Services.
- 25.4 You must promptly notify us in writing:
- a) if for any reason you cannot attend any scheduled visit (in which case you must promptly notify the Customer also) or otherwise become unable or unavailable to supply the Services as contracted;
  - b) if you receive any complaints from Customers whether verbal or written; and
  - c) of any complaint that you may have in relation to Customers.
- 25.5 You authorise us to deal with, and attempt to resolve on your behalf, any dispute or complaint by a Customer.
- 25.6 You shall only use Customer contact information insofar as necessary to supply the Third Party Services. You shall keep such information confidential and shall delete it on request by us.
- 25.7 We do not guarantee that that you will receive any, or any particular level of, contracts or revenues from this agreement.
- 25.8 We do not vet Customers and cannot provide any guarantees as to the conduct of Customers or the suitability or safety of their site. You attend the Customer site at your own risk. You must leave immediately if you have any concerns including as to safety.
- 25.9 During the period of this agreement you shall not supply any additional services booked outside of our Service to any Customer for whom you have been introduced via our Service. You shall not supply any services at all to any Customer for 6 months after the date of this agreement outside of the service.
- 25.10 You shall not request or accept any payment for Third Party Services direct from a Customer.
- 25.11 You acknowledge that Customers are entitled to post reviews or ratings about you and that these may be negative.

### **26. Payment**

- 26.1 We are entitled to charge you our commission fee, applied to the Customer Fees actually received from Customers, plus VAT. The commission fee shall be the percentage specified by us when you signed up for the Service.
- 26.2 We may at any time change the amount of our commission. We will give you notice by email at least 14 days before any price change takes effect. If you do not accept the new fee, you should cancel this agreement as explained below. Otherwise any commission charged after expiry of 14 days' notice will be at the new price.
- 26.3 You are responsible for checking that any invoices generated by our Service are suitable for your purposes and for accounting for VAT or any other applicable tax. We do not offer tax-related advice.
- 26.4 Subject to this agreement, we shall use reasonable endeavours to pay you the Customer Fees received from Customers (less the deductions referred to below) within such payment period as is specified on our Service following your confirmation that relevant Third Party Services have been satisfactorily supplied by you and assuming that the Customer has not raised a dispute within the timescale specified above.
- 26.5 We are entitled to deduct from fees due to you the amount of our fees together with payment processing fees and any applicable VAT.
- 26.6 We are entitled in our discretion to refund to the Customer on your behalf all or part of the Customer Fees insofar as the Customer cancels the Contract or makes a complaint or raises a dispute or we otherwise consider it appropriate to make such a refund in our discretion. We are entitled to deduct the amount of such refund from any fees due to you and you are liable to repay any shortfall in the event that the relevant Customer Fees have already been paid to you.
- 26.7 We are entitled to deduct from the fees due to you the amount of any Chargeback which has arisen or which we consider is likely to occur (irrespective of whether the Chargeback relates to the payment currently due). You agree to pay to us immediately on demand the amount of any Chargeback relating to a payment which we have transmitted to you.
- 26.8 You are responsible for making up any shortfall arising from charges levied by your bank.
- 26.9 We shall pay interest on overdue sums at 2% over the base rate for the time being of the Bank of England.

## MODEL CANCELLATION FORM FOR CONSUMERS

Complete and return this form only if you wish to cancel the contract:

— To Sparemytime Limited, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX, email address **info@sparemytime.com**

— I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the provision of the following service [\*],

— Ordered on[\*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) [only if this form is notified on paper],

— Date

*[\*] Delete as appropriate*