
**SERVICE BUNDLE
TERMS AND CONDITIONS**

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Liquid Friday Limited a Private Limited Company registered in England under number 05887477, whose registered address is The Port House Marina Keep, Port Solent, Portsmouth, England, PO6 4TH.

1. Definitions and Interpretation

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

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Deposit”	means an advance payment made to Us under sub-Clause 5.5;
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Services”	means the “Service Bundle” which is to be provided by Us to you as specified in your Registration Application (and confirmed in Welcome Email to you);
“We/Us/Our”	means Liquid Friday Limited

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

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your opting into a Service Bundles constitutes a contractual offer that We may, at our discretion, cancel.

2.3 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.3.1 The main characteristics of the Services;

- 2.3.2 Our identity (set out above) and contact details (as set out below in Clause 10);
- 2.3.3 The total Price for the Services including taxes;
- 2.3.4 Our complaints handling policy;
- 2.3.5 Where applicable, details of after-sales services and commercial guarantees;
- 2.3.6 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

3. Services

- 3.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 3.2 You may change your Service Bundle at any time by contacting Us.
- 3.3 If your Service Pack is changed We will inform you of any change, if any, to the Price in writing.
- 3.4 You may cancel your Service Bundle at any time by contacting Us. If you have already made any payments to Us under Clause 4, no payments will be refunded. However, no further payments will be taken from the date you inform us of you want to cancel.
- 3.5 We may cancel your Order at any time. If such cancellation is necessary, We will inform you as soon as is reasonably possible.

4. Price and Payment

- 4.1 The Price of the Services will be that shown in Our Welcome Email, Application Form &/or Take Home Pay Illustration.
- 4.2 All Prices display VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay.
- 4.3 Payment for the Service Bundle will be retained from your payroll for each relevant period where the Service Bundle has been requested by you.

5. Providing the Services

- 5.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the, and in accordance with any information provided by Us about the Services and about Us.
- 5.2 We will begin providing the Services on the date confirmed in Our Confirmation.
- 5.3 We will continue providing the Services until you request for the Service Bundle be cancelled.
- 5.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 5.5 If the information or action required of you under sub-Clause 5.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

- 5.6 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.
- 5.7 If you do not pay Us for the Services as required by Clause 4, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing.

6. Problems with the Services and Your Legal Rights

- 6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 6.3 We will not charge you for remedying problems under this Clause 6 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, We may charge you for remedial work.
- 6.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 7 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method.

7. Our Liability

- 7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 7.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 7.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 7.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

8. Events Outside of Our Control (Force Majeure)

- 8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 8.2.1 We will inform you as soon as is reasonably possible;
 - 8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 8.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 9.3.3.;
 - 8.2.5 If the event outside of Our control continues for more than 8 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 9.6.3 and inform you of the cancellation.

9. Cancellation

- 9.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 3.4.
- 9.2 Once We have begun providing the Services, you are free to cancel the Services at any time.
- 9.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice.
 - 9.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 8 weeks of you asking Us to do so in writing;
or

- 9.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 9.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 8.2.4); or
- 9.4 We may cancel your Order for the Services before the Services begin under sub-Clause 3.5.
- 9.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 7 days written notice.
- 9.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice:
 - 9.6.1 You fail to make a payment on time as required under Clause 4; or
 - 9.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 7 days of Us asking you to do so in writing; or
 - 9.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 7.2.5).
- 9.7 For the purposes of this Clause 9 (and in particular, sub-Clauses 9.3.1 and 9.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 9.3.1 and Us under sub-Clause 9.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

10. **Communication and Contact Details**

- 10.1 If you wish to contact Us, you may do so by telephone at 02392 883300 or by email at hello@liquidfriday.co.uk
- 10.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:
 - 10.2.1 Contact Us by email at hello@liquidfriday.co.uk;

11. **Complaints and Feedback**

- 11.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://www.liquidfriday.co.uk/company-policies/>
- 11.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
 - 11.3.1 By email, addressed to Sam Pannell, Head Contractor Experience, sam.pannell@liquidfriday.co.uk
 - 11.3.2 By contacting Us by telephone on 02392 883300.

12. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy available

from <https://www.liquidfriday.co.uk/privacy-policy/>

13. **Other Important Terms**

- 13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 13.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

14. **Governing Law and Jurisdiction**

- 14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.