

[www.bluebird.services](http://www.bluebird.services)



## Terms and Conditions of Business

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Bluebird Innovative Office Support is a trading name of  
Bluebird Support Services Limited  
Company number 10219923.

Registered Office: Alpha House, 4 Greek Street, Stockport SK3 8AB, UK

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## 1. THESE TERMS

- 1.1 *What these Terms and Conditions cover.* These are the terms and conditions on which we supply services or digital content to you ("**Services**"). If we have provided a statement of works to you setting out in detail the Services to be provided ("**Statement of Works**"), and if there is any conflict between these Terms and Conditions and conditions and that Statement of Works, the terms of the Statement of Works shall prevail.
- 1.2 *Why you should read them.* Please read these Terms and Conditions carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms and Conditions, please contact us to discuss.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 *Who we are.* We are Bluebird Support Services Limited a company registered in England and Wales. Our company registration number is 10219923 and our registered office is Alpha House, 4 Greek Street, Stockport, Cheshire SK3 8AB, United Kingdom. Our registered VAT number is 247 760 581.
- 2.2 *How to contact us.* You can contact us by telephoning our customer service team at 020 3409 7040 or by writing to us at info@bluebird.services.
- 2.3 *How we may contact you.* If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 *"Writing" includes emails.* When we use the words "writing" or "written" in these Terms and Conditions, this includes emails.

## 3. OUR CONTRACT WITH YOU

- 3.1 *How we will accept your order.* Our acceptance of your order will take place when either:
- (a) we email you to accept it; and/or
  - (b) we send to you a Statement of Work confirming the terms of your order,
- at which point a contract will come into existence between you and us.
- 3.2 *If we cannot accept your order.* If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Service.
- 3.3 *Your order reference number.* We will assign an order reference number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## 4. YOUR RIGHTS TO MAKE CHANGES

*If you wish to make a change to the Services you have ordered please contact us.* We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with



the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 7 (*Your Rights to End the Contract*)).

## **5. OUR RIGHTS TO MAKE CHANGES**

5.1 *Minor changes to the Services.* We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. We will use our reasonable endeavours to ensure that these changes will not affect your use of the Services.

5.2 *More significant changes to the Services and these Terms and Conditions.* In addition, we may make other changes to these Terms and Conditions or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

## **6. PROVIDING THE SERVICES**

6.1 *Delivery costs.* The costs of delivering the service will be as displayed to you on our website and/or in the relevant Statement of Work.

6.2 *When we will provide the Services.* During the order process we will let you know when we will provide the Services to you. If the Services are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

6.3 *We are not responsible for delays outside our control.* If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

6.4 *If you do not allow us access to provide services.* If we require access to your property and you do not allow us access to perform any part of the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 9.2 will apply.

6.5 *What will happen if you do not give required information to us.* We may need certain information from you so that we can supply the Services to you. If so, this will have been stated in the description of the Services on our website and/or in the relevant Statement of Works. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.



- 6.6 *Reasons we may suspend the supply of Services to you.* We may have to suspend the supply of a Services to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the Services as requested by you or notified by us to you (see Clause 5 (*Our Rights to Make Changes*)).
- 6.7 *Your rights if we suspend the supply of Services.* We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than one month in any three-month period we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the contract for Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two months and we will refund any sums you have paid in advance for the Services in respect of the period after you end the contract.
- 6.8 *We may also suspend supply of the Services if you do not pay.* If you do not pay us for the Services when you are supposed to (see Clause 11.3), we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see Clause 11.5). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see Clause 11.4).

## **7. YOUR RIGHTS TO END THE CONTRACT**

- 7.1 *You can end your contract with us.* Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:
- (a) to get a Service re-performed or to get some or all of your money back, see Clause 10 (*If there is a Problem with the Services*);
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 7.2.
- 7.2 *Ending the contract because of something we have done or are going to do.* If you are ending a contract for a reason set out at Clauses 7.2(a) to (e) the contract will end immediately and we will refund you in full for any Services which have not been provided. The reasons are:
- (a) we have told you about an upcoming material change to the Services or these Terms and Conditions which you do not agree to (see Clause 5.2);
  - (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
  - (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two months; or



(e) you have a legal right to end the contract because of something we have done wrong.

7.3 *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*. If you are a consumer, for most Services bought online you have a legal right to change your mind within 14 days.

7.4 *Termination by written notice*. Without affecting any other right or remedy available to it, either party may terminate these Terms and Conditions with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of these Terms and Conditions and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of these Terms and Conditions and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms and Conditions and conditions;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;



- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 7.4(c) to (i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

7.5 *Material breach.* For the purposes of Clause 7.4(a) “**material breach**” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of these Terms and Conditions over the term of these Terms and Conditions. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

## 8. HOW TO END THE CONTRACT WITH US

8.1 *Tell us you want to end the contract.* To end the contract with us, please let us know by contacting us in writing either by post or by e-mail to the address details provided to you when you placed your order.

8.2 *We will terminate the contract in accordance with any Statement of Works.* If no Statement of Works exists, we may agree to your request to end the contract at our sole discretion. If we do agree to end a contract, we may charge you an early termination fee in addition to all charges which are due and owing to us at the date of termination for Services already supplied.

## 9. OUR RIGHTS TO END THE CONTRACT

9.1 *We may end the contract if you break it.* We may end the contract for a Services at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;
- (c) you do not, within a reasonable time, allow us to deliver the Services to you;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 *You must compensate us if you break the contract.* If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 *We may withdraw the Services.* We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one month in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.



## 10. IF THERE IS A PROBLEM WITH THE SERVICES

*How to tell us about problems.* If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 020 3409 7040 or write to us at [info@bluebird.services](mailto:info@bluebird.services).

## 11. PRICE AND PAYMENT

11.1 *Where to find the price for the Services.* The price of the Services (which includes VAT) will be the price indicated to you when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct.

11.2 *We will pass on changes in the rate of VAT.* If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

11.3 *When you must pay and how you must pay.* We will invoice you monthly in arrears for the services until the services are completed. You must pay each invoice within 14 calendar days after the date of the invoice.

11.4 *We can charge interest if you pay late.* If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.5 *What to do if you think an invoice is wrong.* If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 *Limitation of our liability.* Nothing in these Terms and Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 *No liability to you.* Subject to Clause 12.1, we shall not be liable to the you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;





- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; and
- (g) any indirect or consequential loss.

12.3 *Liability limited to Statement of Work.* Subject to Clause 12.1, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions shall be limited to the total value of the relevant order and/or Statement of Work.

12.4 *Supply of Goods and Services Act.* The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract between us.

### **13. OTHER IMPORTANT TERMS**

13.1 *We may transfer these Terms and Conditions to someone else.* We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within three months of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

13.2 *You need our consent to transfer your rights to someone else.* You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.

13.3 *Nobody else has any rights under this contract.* This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 *If a court finds part of this contract illegal, the rest will continue in force.* Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 *Even if we delay in enforcing this contract, we can still enforce it later.* If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 *Which laws apply to this contract and where you may bring legal proceedings.* These terms are governed by English law and the parties may bring legal proceedings in respect of the Services in the English courts.

13.7 *Alternative dispute resolution.* Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution.



## 14. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

- 14.1 *Neither party shall disclose Confidential Information unless permitted.* Both you and we undertake that we shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the either of our businesses, except as permitted by Clause 14.2(a).
- 14.2 *Permitted disclosure of Confidential Information.* We may disclose each other's confidential information:
- (a) to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms and Conditions. The parties shall ensure that their employees, officers, representatives or advisers to whom they disclose the other party's confidential information comply with this Clause 14.2; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 *Not to be used for other purposes.* Neither party shall use the other's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms and Conditions.
- 14.4 *Exclusivity of property.* All materials, equipment and tools, drawings, specifications and data supplied by the us to you shall, at all times:
- (a) be and remain our exclusive property;
  - (b) be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us; and
  - (c) not be disposed of or used other than in accordance with our written instructions or authorisation.

-End-

