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OUR TERMS

1. **These Terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply Services to you or through the Just Protect App (**App**). They were updated on 21st June 2021.

1.2 **Why you should read them.** Please read these terms carefully before purchasing and/or using any of our Services, including receiving any digital content from 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, please contact us to discuss.

2. **Information About Us and How to Contact Us**

2.1 **Who we are.** We are Just Protect Limited (using the trading styles Just Protect, Just Auto Loans and Just Fund Me), a company registered in England and Wales. Our company registration number is 10764142 and our registered office is at Pelican House, 119c Eastbank Street, Southport. PR8 1DQ.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01704 627282 or by writing to us at sales@justprotect.co.uk.

2.3 **How we may contact you.** If we have to contact you, we will do so by sending a notification to you in the App, 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, this includes emails and notifications sent to you in the App.

3. **Our Contract With You**

3.1 **How to order Services from us.** You may order Services via the App. A request that you make for Services made expressly or impliedly (e.g. by submitting personal information to be stored on our cloud software or to be sent to third-party insurance providers on your behalf) will be deemed to be an order. In the case of Paid Services (see clause 5.2), we will give you additional instructions about how to complete your order during our in App ordering process.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we notify you via the App that we have accepted your order, at which point a contract will come into existence between you and us.

3.3 **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 in relation to that order.

3.4 **UK residents only.** Our Website and our App is purely for use by in UK residents in relation to cars registered in the United Kingdom. It is not suitable for use in relation to cars registered elsewhere.

4. **Third-Party Websites**

- 4.1 Our Website and/or App may contain links to third-party websites (**Third-Party Websites**). Third Party Websites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You must make your own independent judgement regarding your interaction with any Third-Party Websites, including the purchase and use of any products or services accessible through them.
- 4.2 You may wish to take the following steps when purchasing a product or service from a Third-Party Website:
- 4.2.1 read and ensure that you understand the terms and conditions of their website and the terms and conditions of any product or service you may be agreeing with them;
 - 4.2.2 clarify and/or check your understanding of relevant terms and conditions by seeking independent advice, for example if the proposed transaction is of significant financial value to you or your insurance criteria is particularly unique or high risk; and/or
 - 4.2.3 check that any insurance or finance provider you may be dealing with is regulated (for example, by the Financial Conduct Authority or Prudential Regulation Authority). You can do this by checking the Financial Services Register on the Financial Conduct Authority's website.

5. **Services**

- 5.1 We do not require payment for some of the services we provide (**Unpaid Services**). These currently include:
- 5.1.1 storing and providing you with access to data you have voluntarily provided to us;
 - 5.1.2 providing reminders of dates where actions are required in relation to your vehicle; and
 - 5.1.3 putting you in touch with third-party insurance and finance providers and/or facilitating your obtaining quotations and proposals from them.
- 5.2 We may, from time to time offer other services to you that require payment (**Paid Services**). In respect of this release version of the Just Protect app you are able to purchase car insurance via a panel of insurance companies.
- 5.3 The Services we offer will be subject to change from time to time in our discretion. Reasons why we may change existing Services include (without limitation):
- 5.3.1 to reflect changes in relevant laws and regulatory requirements;
 - 5.3.2 to implement technical adjustments and improvements, for example to address a security threat;

5.3.3 to reflect the addition of new features and functionality to our software.

We may also add new Services or discontinue existing ones. Where we discontinue existing Services, we will provide you with at least 4 weeks' notice unless we are forced to make the change more rapidly due to legal reasons or any urgent situation when we will provide as much notice as circumstances reasonably allow. A list of the Services we offer at any time may be found here [link to schedule 2]. That list will be kept updated with changes we make.

5.4

5.5 **References to "Services"**: References throughout these terms to "Service" or "Services" will be treated as references to both Paid Services and Unpaid Services.

6. **Your Rights to Make Changes**

If you wish to make a change to a Service you have ordered, please first endeavour to do so via our Website or through the App. If you are not able to make the changes in that way, 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 Service, 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 9- Your rights to end the contract).

7. **Our Rights to Make Changes**

7.1 We may make changes to these terms on 4 weeks' notice. Where such changes are being made you will receive notification via e-mail and within the App. You may terminate your agreement with us by giving us 14 days' notice if you disagree with the changes we make.

7.2 **Where to find Changes.** We will update this page and/or our list of Services [link to schedule 2] with any changes that we make to these terms or to the Services. In certain circumstances, we may send an in-App notification or an email to you notifying you of a change.

8. **Providing the Services and Digital Content**

8.1 **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.

8.1.1 **If the Service is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.

8.1.2 **If the Services are ongoing Services or a subscription to receive digital content.** We will supply the Services or digital content to you

until either the Services are completed or the subscription expires (if applicable), you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

- 8.2 **We are not responsible for delays outside our reasonable control.** If our supply of the Services is delayed by an event outside our reasonable control then we will contact you as soon as practicable to let you know and 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 likelihood 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.
- 8.3 **If you do not give required information to us.** We need certain information to supply Services to you. For details of the type of information we will require, please refer to our Privacy Policy, which can be accessed [here](#). If you do not provide the required information, or if give us incomplete or incorrect information, we may end the contract and clause 11.2 will apply. We will not be responsible for supplying the Services late or not supplying any part of them because you do not give us the information we need.
- 8.4 **Reasons we may suspend the supply of Services to you.** We may have to suspend the supply of a Service to:
- 8.4.1 deal with technical problems or make minor technical changes;
 - 8.4.2 update our software and our offering to reflect changes in relevant laws and regulatory requirements; or
 - 8.4.3 make changes to Services as notified by us to you (see clause 7).
- 8.5 **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 any Service for which you are paying [for longer than 1 day in any calendar month we will reduce the amount payable by you price so that you do not pay for Services while they are suspended. If we suspend or tell you we are going to suspend a Service, for longer than one week you may terminate your contract in relation to that Service. If you do so, we will refund any sums you have paid in respect of the period after you end the contract.
- 8.6 **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 13.4) and you still do not make payment within 7 days of our reminding you that payment is due, 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 13.6). 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 13.5).

9. **Your Rights to End the Contract**

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether anything we have provided is defective, how we have performed our obligations and when you decide to end the contract:

9.1.1 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;**

9.1.2 **If you have just changed your mind about a Service, see clause 9.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

9.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.6.**

9.2 **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 (a) to (e) below, the contract will end immediately. We will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

9.2.1 we have told you about an upcoming change to any Services or these terms which you do not agree to (see clause 7.2);

9.2.2 we have told you about an error in the price or description of any Services you have ordered and you do not wish to proceed;

9.2.3 there is a risk that supply of the Services may be significantly delayed because of events outside our control;

9.2.4 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 3 days; or

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

9.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

9.4.1 digital Services after you have started to download or stream these; and

9.4.2 Services, once these have been completed, even if the cancellation period is still running;

9.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

9.5.1 **Have you bought Services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started providing Services, you must pay us for any Services we have provided up until the time you tell us that you have changed your mind.

9.5.2 **Have you bought digital content for download or streaming (for example)?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation where you are terminating in relation to any Paid Service. A contract for digital content is completed when the item(s) you have ordered or requested is downloaded, uploaded and any payment due for such Service has been duly made. A contract for Services is completed when we have finished providing the Services and you have paid for them (in the case of Paid Services). If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. If you wish to end an insurance or financial product, please contact the provider directly.

10. **How to End a Contract With Us if you are able to (including If You Have Changed Your Mind)**

10.1 **How we will refund you.** Where you are entitled to end a contract with us or we agree that you may do so, we will refund you any amount you paid for the Service including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

10.2 **Deductions from refunds:** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

11. **Our Rights to End the Contract**

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

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due; or

11.1.2 you do not provide us with information that is necessary for us to provide the Services, for example, insurance underwriting information.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 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.

12. **If There Is a Problem With any Services**

12.1 **How to tell us about problems.** If you have any questions or complaints about our Services, please contact us. You can telephone our customer service team at 01704 627282 or write to us at sales@justprotect.co.uk

12.2 **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services we provide to you. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

a) If you are obtaining **digital content**(for example, a Paid Service provided through the App), the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 9.3.

In relation to Services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

13. **Price and Payment**

13.1 **Where to find prices.** Subject to clause 13.3, the price of anything you purchase (including VAT) will be the price indicated at the checkout in the App when you placed your order. We take all reasonable care to ensure that the price of the Service advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the Service you order.

13.2 **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 Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Service in full before the change in the rate of VAT takes effect.

13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of anything we have provided to you.

13.4 **When you must pay and how you must pay.** We accept payment with Google Pay, Apple Pay, Mastercard, Visa and PayPal. When you must pay depends on what Service you are buying:

13.4.1 For any Services which are digital content, you must pay before downloading.

13.4.2 For any other Paid Services, you must make payment in full in advance of our providing them.

13.5 **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 greater of the rate from time to time applicable to County Court judgment debts and 4% a year above the base lending rate of NatWest Bank from time to time. This interest will 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.

- 13.6 **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.

14. **Our Responsibility for Loss or Damage Suffered By You**

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. While we use all reasonable endeavours to provide the Services to you and provide those correctly, we cannot accept any liability as a result of you providing incorrect or insufficient information.

- 14.2 **Data storage.** While we use all reasonable endeavours to provide the Services to you and provide those correctly, we cannot guarantee that our storage of your data will be error-free. We therefore advise that you retain copies of all data that you have input into the App/Website and is stored by us.

- 14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Therefore, our liability is unlimited in respect of death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 12.2.

- 14.4 **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 14.5 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. **How We May Use Your Personal Information**

We will only use your personal information as set out in our [Privacy Policy](#).

16. **Other Important Terms**

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person will have any rights to enforce any of its terms.
- 16.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 16.4 **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, 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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

SCHEDULE 1

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Just Protect Ltd, Pelican House, 119c Eastbank Street, Southport. PR8 1DQ. 01704 627282, sales@justprotect.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following Service [*],

Ordered on [*/received 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

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Schedule 2

List of Services Offered

- MOT reminders
- Car Tax reminders
- Insurance reminders
- Vehicle Documentation storage
- Driving Licence Storage
- Insurance policy quotes