

TERMS AND CONDITIONS OF RENNO PRO UK LIMITED

For Contractors

IMPORTANT NOTICE

Any payments made by the Homeowner via the Platform are held by OPP (a third-party payment services provider authorised and regulated by the Financial Conduct Authority (FCA reference number 1003976)) and safeguarded by OPP in accordance with the Payment Services Regulations 2017 pending release. Such safeguarding arrangements are intended to ensure that the Homeowner's funds are segregated from OPP's own funds with a view to protecting those in the event of OPP's insolvency. **There is no guarantee that all such funds will be recoverable in all circumstances.**

Please read these Terms carefully before using the Platform.

Article 1 – Scope and acceptance

1.1

These terms and conditions ("**Terms**") form a legally binding agreement between you, the Contractor, and Renno Pro UK Limited, a limited company registered in England and Wales under company number 17143733 with registered office at 1 Suffolk Way, Sevenoaks, Kent, England, TN13 1YL ("**Renno**") and govern your access to and use of the Platform.

1.2

By creating an account on the Platform and ticking the "I agree to the Renno Terms & Conditions" box, you confirm that you have read, understood, and agree to be bound by the Terms.

1.3

These Terms were most recently updated on 23 June 2026.

Article 2 – Definitions and interpretations

2.1

Annex 1 sets out the meanings of the capitalised terms and the rules of interpretation applicable to these Terms.

Article 3 – Contractual framework: Platform, Users and OPP

3.1

The Contractor acknowledges and agrees that:

- (a) Renno operates a technology platform which enables Homeowners to create and manage Projects, select and communicate with Contractors, and facilitate payment arrangements in connection with agreed Milestones through an integrated third-party payment services provider, OPP;
- (b) the Contractor engages with the Homeowner directly and at their own risk, and is responsible for assessing the Homeowner and their suitability for the Project. Renno does not control or supervise the Homeowner and is not responsible for the acts or omissions of any Homeowner, including any failure to perform, misconduct or unlawful conduct;

- (c) the Homeowner and the Contractor are solely responsible for agreeing the terms of any Project between themselves, including the scope of work, Milestones and Project Value, under a separate Underlying Agreement, and Renno is not a party to any such Underlying Agreement;
- (d) OPP is an independent third-party payment services provider which operates the Safeguarded Payment Service and provides all payment services in connection with the Platform;
- (e) by using the Platform, the Contractor shall enter into, and comply with, the applicable terms and conditions of OPP (including the OPP Payment Service User (PSU) Terms), which create a separate contractual relationship between the Contractor and OPP; and
- (f) the Contractor shall comply with all applicable verification and monitoring requirements of OPP (including Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) checks), and shall promptly provide any information or documentation reasonably requested by OPP, acknowledging that failure to do so may result in delays to payments, restrictions on the Safeguarded Payment Service or the holding or freezing of funds by OPP, for which Renno shall not be responsible.

3.2

Renno’s role is limited to providing access to the Platform and facilitating the exchange of information between Users and OPP. Accordingly:

- (a) Renno does not hold, control or have access to any funds and does not provide escrow or payment services; all payment services are provided by OPP. Renno does not operate any payment accounts or hold funds;
- (b) Renno is not responsible for compliance with any financial services or payment services regulatory requirements, and the Contractor acknowledges that such responsibility rests with OPP;
- (c) Renno is not a party to the Underlying Agreement or any other arrangement or dealings between the Homeowner and the Contractor and has no control over, or involvement in, the terms of that agreement (save that Renno requires that the Contractor includes, as a term of the Underlying Agreement, that any Expert decision pursuant to Article 15 of these Terms is final and binding on the Homeowner and the Contractor under the Underlying Agreement until finally determined under the Underlying Agreement);
- (d) Renno does not set, determine, amend or approve the scope of any Project or any Milestones or the Project Value, and has no input into the commercial or technical terms agreed between the Homeowner and the Contractor;
- (e) Renno does not guarantee the quality, safety, fitness for purpose, compliance, timeliness, delivery or completion of any work carried out by a Contractor;
- (f) Renno does not vet, verify or endorse any Homeowner, including in relation to their identity, creditworthiness, financial standing or ability to perform their obligations under the Underlying Agreement; and
- (g) Renno does not determine or adjudicate any Dispute between a Homeowner and a Contractor and does not settle any such Dispute.

Article 4 – Contractor’s warranties

4.1

The Contractor warrants, represents and undertakes that:

- (a) it has full power and authority to enter into and perform its obligations under these Terms, and that such obligations constitute valid and binding obligations on it;
- (b) it is acting in the course of its business and not as a consumer;
- (c) it has and shall maintain all licences, consents, permissions and authorisations required to carry out its business activities and to perform its obligations in relation to the Project;
- (d) it has and shall maintain in force adequate insurance, with reputable insurance companies, in respect of its activities, including public liability insurance at a level appropriate to the nature and scale of the services it provides;

- (e) it is not subject to any obligation, restriction or investigation which would prevent or materially adversely affect its ability to perform its obligations under these Terms;
- (f) it shall not do anything that could reasonably be considered to bring Renno into disrepute or damage its reputation; and
- (g) its use of the Platform and any content it uploads shall comply with applicable law and shall not infringe the rights of any third party.

Article 5 – Geographic scope

5.1

The Platform is directed to people residing in the United Kingdom. Renno does not represent that content available on or through the Platform is appropriate for use or available in other locations.

Article 6 – Fees

6.1

In consideration of the provision of the Platform by Renno, the Contractor shall pay a fee equal to two per cent (2%) of the value of the Project carried out through the Platform, plus VAT at the applicable rate (the “**Platform Fee**”), in accordance with Article 6.3.

6.2

The Platform Fee constitutes a business to business supply, and Renno shall issue a valid VAT invoice in respect of each deduction.

6.3

The Platform Fee shall be deducted by OPP from amounts payable to the Contractor from the Safeguarded Payment Service prior to release, in accordance with the OPP Terms.

Article 7 – Availability of the Platform

7.1

Renno shall make the Platform available to the Contractor in accordance with these Terms.

7.2

Renno shall use reasonable endeavours to maintain the availability of the Platform. The Platform is provided on an “as is” and “as available” basis. Renno does not guarantee that the Platform will be error-free, uninterrupted, or secure at all times.

7.3

Renno may modify, suspend, or withdraw any part of the Platform where reasonably necessary to:

- (a) comply with applicable law or regulatory requirements;
- (b) maintain or improve the performance, security or functionality of the Platform; or
- (c) prevent misuse of the Platform or protect other Users.

Renno will, where reasonably practicable, provide prior notice of any Platform disruption.

Any such modification, suspension or withdrawal shall not affect the validity of any Underlying Agreement or your statutory rights.

7.4

The Platform may include links to, or enable access to, services provided by third parties. These services are operated independently of Renno, and Renno is not responsible for their operation, availability or content and does not endorse them. Where you choose to use any third-party services, your use of those services will be subject to the terms and policies of the relevant third party.

Article 8 – Account registration

8.1

As part of the registration process, the Contractor must create an account (including a username and password). The Contractor shall ensure that all registration information provided is accurate, complete, not misleading and relates to them.

The Contractor shall not create an account using the name or details of another person or business, or use a username that infringes the rights of any third party (including trade marks or other proprietary rights) or is vulgar, obscene or otherwise inappropriate.

Renno reserves the right, acting reasonably, to suspend or terminate any account that is in breach of this Article 8.1.

8.2

The Contractor is responsible for keeping its login credentials secure. If the Contractor suspects that their account details have been disclosed to, or accessed by, a third party, they must notify Renno promptly. The Contractor is responsible for all activity carried out through their account including any instructions submitted to OPP and any payments which are released

8.3

Renno may require the Contractor to complete identity verification checks or provide additional information where reasonably necessary, including to comply with applicable law, prevent fraud or verify the Contractor's identity.

Renno may suspend access to the Platform if the Contractor fails to complete such verification within a reasonable time.

Article 9 – Project details and Platform communication

9.1

The Contractor shall use the Platform as the primary means of recording and managing the Project, including the input of Project details, the recording of communications, and the documentation of Milestone progress, completion evidence and any agreed changes.

9.2

The Contractor shall ensure that all Project details recorded on the Platform, including the scope of work, Milestones and Project Value, are accurate, complete and reflect the terms agreed between the Homeowner and the Contractor in the Underlying Agreement. Where the Homeowner and the Contractor agree changes to any of the Milestones or the Project Value, such changes shall be recorded on the Platform with revised Milestones and the Project Value clearly identified and agreed by both the Homeowner and the Contractor.

9.3

The Contractor shall ensure that all Project communications (including but not limited to any communications with the Contractor), photographs, documents, completion evidence and any changes

to be recorded on the Platform. The Contractor shall ensure that any off-platform communication (including, without limitation, WhatsApp messages, emails and verbal agreements) is recorded on the Platform as soon as possible following any such communication. If not already uploaded onto the Platform, the Contractor shall provide any off-platform communication (including, without limitation, WhatsApp messages, emails and verbal agreements) without undue delay to Renno, OPP or any Expert, as reasonably requested in connection with a Dispute.

9.4

The Contractor acknowledges that Renno does not review, verify or validate any information uploaded onto the Platform and Renno is entitled to rely on the information provided by the Contractor as being accurate and complete.

Article 10 – Contractor payment and OPP status

10.1

In order to commence a Project on the Platform, the Contractor must create an account with OPP accept OPPs terms and conditions (the “**OPP Terms**”). Accepting the OPP Terms creates a direct contract between the Contractor and OPP. Renno is not a party to the contract between the Contractor and OPP. OPP is an independent third party that is not controlled by Renno. The Contractor should review the OPP Terms carefully and consider whether it wishes to enter that direct contractual relationship.

10.2

The use of the terminology “escrow” and / or “Safeguarded Payment Service” is for convenience and does not mean that any funds are held on trust for the Homeowner or the Contractor. All payment services are provided by OPP acting in its capacity as an FCA-authorized payment services provider. All funds relating to a Project or Milestone are received, held, and released by OPP automatically from the Safeguarded Payment Service. The (i) approval of a Milestone by the Homeowner as described in Article 12.1; (ii) deemed approval under Article 12.5; and (iii) deemed approval following expert determination as described in Article 15 shall, in each case, be considered to be an “**OPP Payment Request**” for the purposes of the OPP Terms and may be communicated by the Platform to OPP (without any further intervention by Renno). The Contractor acknowledges that the Renno itself does not decide when a Milestone has been achieved. The Contractor irrevocably authorises the Platform to transmit OPP Payment Requests to OPP on its behalf in accordance with these Terms.

10.3

The Homeowner shall pay all amounts due to the Contractor under the Underlying Agreement exclusively through OPP via Safeguarded Payment Service and shall transfer the payment to OPP to hold via Safeguarded Payment Service in accordance with Article 11.

10.4

Funds held via the Safeguarded Payment Service are segregated from OPP’s own funds in accordance with the Payment Services Regulations 2017. The safeguarding arrangements are intended to ensure that client funds are segregated from OPP’s own funds and held in accordance with applicable law, with a view to protecting those funds in the event of OPP’s insolvency. OPP shall be solely responsible for compliance with safeguarding obligations. Renno provides no guarantee that all funds will be recoverable in all circumstances.

10.5

The Contractor acknowledges and agrees that:

- (a) OPP operates the Safeguarded Payment Service;

- (b) Renno does not hold, control or have access to any funds and does not execute any payment transactions. Renno does not provide payment services for the purposes of the Payment Services Regulations 2017;
- (c) Renno does not act as agent of the Homeowner or the Contractor in relation to:
 - (i) any payment transactions; and / or
 - (ii) the appointment of an Expert;
- (d) Renno is not responsible for the safeguarding, return or availability of such funds;
- (e) Renno shall be entitled to rely conclusively on records and confirmations received from OPP in relation to payment transactions;
- (f) the Platform shall communicate with OPP's systems to confirm when a Milestone has been approved by both the Homeowner and Contractor (including where there has been deemed approval of a Milestone as described in Article 12.4);
- (g) Renno shall be entitled to rely on the actual or deemed acceptance of the Milestones from the Homeowner; and
- (h) Renno shall not be liable for any acts or omissions of OPP, including any delay, failure, error or refusal to execute a transaction, or any compliance, regulatory or fraud-related action taken by OPP.

Article 11 – Funding obligations

11.1

The Homeowner shall transfer the full Project Value to OPP to safeguard via Safeguarded Payment Service pending payment to the Contractor and prior to commencement of any Project work.

11.2

The Homeowner shall complete the transfer of the Project Value to OPP within thirty (30) days of the Project Milestones being agreed on the Platform. If funding is not completed within this period, Renno may suspend onboarding or prevent the Project from proceeding on the Platform.

11.3

The Contractor is under no obligation to commence work until full funding of the Project Value has been confirmed by OPP.

11.4

If the Contractor and Homeowner agree to extend the Project and/or vary or extend the Milestones, the Homeowner shall update the Milestones on the Platform and shall complete the payment of any agreed additional Project Value to OPP within thirty (30) days of the additional payment being agreed. Following the payment of the additional amount to OPP, the Milestones for the Project shall be deemed to be updated.

Article 12 – Milestone approval and funding release

12.1

Following the Contractor's notification of Milestone completion on the Platform, the Homeowner shall within seven (7) days of that notification review the Contractor's notification and either approve or reject the Milestone. If the Homeowner does not approve or reject the Milestone, the Milestone will be deemed to be accepted and Article 12. shall be applicable.

12.2

If the Homeowner approves the Milestone on the Platform within seven (7) days, the relevant Milestone status shall be recorded as approved on the Platform and OPP shall be automatically

notified and requested to release the corresponding Milestone payment via the Safeguarded Payment Service to the Contractor in accordance with the OPP Terms and its own processes.

12.3

If the Homeowner reject the Milestone within seven (7) days, the Homeowner shall submit a request for any changes to the Milestone and the review period shall be suspended. The Contractor shall update the relevant Milestone to address the requested changes and resubmit it on the Platform.

Upon resubmission, a new seven (7) day review period shall commence, and Articles 12.1 to 12.3 shall apply to the resubmitted Milestone.

12.4

The procedure in Articles 12.1 to 12.3 shall be repeated until either a Milestone is approved or if a Milestone cannot be approved within two (2) rounds of submissions, a Dispute is deemed to have arisen in which case the Homeowner or the Contractor may (but are not obliged to) ask for Renno to arrange for an Expert to be appointed in accordance with provisions of Article 15 to resolve the Dispute. If neither the Homeowner or the Contractor wish to ask Renno to arrange for an Expert to be appointed, the procedure in Articles 12.1 to 12.3 may be repeated as many times as necessary until a Milestone is agreed.

Where a Dispute arises:

- (a) the Homeowner and the Contractor shall actively seek to resolve the Dispute;
- (b) the relevant Milestone shall not be treated as approved for the purposes of Articles 12.2 or 12.4; and
- (c) the request to OPP to release the corresponding funds from the Safeguarded Payment Service shall be suspended, subject to the OPP Terms, until the Dispute is resolved and recorded on the Platform.

Nothing in this Article 12 shall restrict either party's ability to seek to resolve the Dispute in any permissible manner, by negotiations or otherwise.

12.5

If the Homeowner fails to approve or reject the Milestone within any applicable seven (7) day period, which may be extended in accordance with Article 12.8, the Milestone shall be deemed approved and the corresponding Milestone status shall be treated as approved for the purposes of the OPP Terms, and OPP shall be automatically notified and may release the corresponding Milestone payment via the Safeguarded Payment Service to the Contractor in accordance with the OPP Terms and its own processes.

12.6

Following Contractor's notification of Milestone completion on the Platform, Renno shall use reasonable endeavours to issue to the Homeowner at least one (1) reminder prior to the expiry of the applicable seven (7) day review period referred to above.

12.7

The Contractor acknowledges that approval or deemed approval of a Milestone, and any resulting release of funds via the Safeguarded Payment Service, does not constitute confirmation, certification or assurance that the relevant works comply with any statutory requirements, including but not limited to, any planning rules, building regulations or any health and safety requirements. The Homeowner shall carry out its own investigations to satisfy itself that all applicable statutory requirements are being complied with. Any disputes arising after the release of funds from the Safeguarded Payment Service shall be dealt with between the Homeowner and the Contractor under the Underlying Agreement.

12.8

The seven (7) day period may be extended by any period commensurate with the period during which the Platform is materially unavailable to the Contractor. For the purposes of this Article, materially unavailable means a continuous outage of more than two (2) hours that prevents the Contractor from submitting a Milestone or accepting a formal request change. Availability is determined by reference to Renno's Platform availability records.

Article 13 – Contractor's obligations

13.1

The Contractor shall:

- (a) comply with these Terms;
- (b) ensure that all Project details recorded on the Platform, including the scope of work, Milestones and Project Value, are accurate, complete and kept up to date, and reflect the terms agreed with the Homeowner under the Underlying Agreement including any agreed changes;
- (c) not accept or agree any payment from the Homeowner outside of the [Escrow Account / Payment Arrangement] in respect of a Project created on the Platform;
- (d) ensure that it has safe and appropriate access to the site to carry out the works;
- (e) use the Platform to manage the Project and maintain accurate records of communications, approvals and any agreed variations in accordance with these Terms;
- (f) submit each Milestone for review on the Platform promptly upon completion and in accordance with the agreed scope;
- (g) respond promptly to any request for change submitted by the Homeowner within the applicable review period referred to in Article 12, and update and resubmit the relevant Milestone to address such request;
- (h) record any changes in respect of a Milestone through the Platform within the applicable review period;
- (i) ensure that any variations are agreed and documented in accordance with these Terms; and
- (j) follow the dispute procedures set out in these Terms.

13.2

The Contractor shall:

- (a) perform its services with reasonable care and skill in accordance with generally recognised standards in the Contractor's industry, profession or trade;
 - (b) comply with all applicable laws, regulations and statutory requirements in connection with the performance of its services, including but not limited to, any planning rules, building regulations or any health and safety requirements; and
 - (c) promptly notify the relevant Homeowner and Renno of any material delay in, or refusal or failure to obtain, any required regulatory approval (including, where applicable, building control approval or a completion certificate) relating to its services.
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Article 14 – Acceptable use of the Platform

14.1

This Article 14 describes the acceptable use standards which shall apply to any material the Contractor uploads or shares to or generates on the Platform. It also applies to any contact the Contractor has with other Users on the Platform, any links to the Platform, and any other use of the Platform.

Renno shall determine, in its discretion, whether any content or Contractor's use of the Platform breaches this Article 14.

14.2

The Contractor shall not:

- (a) upload unlawful, misleading, or infringing content to the Platform (including content that is defamatory, obscene, offensive, hateful, inflammatory, or otherwise unlawful, or which infringes any intellectual property or other rights of any third party);
- (b) misuse the Platform or interfere with its security or functionality including by transmitting or uploading viruses, malware or other harmful code, or attempting to gain unauthorised access to the Platform or its systems;
- (c) circumvent or attempt to bypass payment arrangement flows for ongoing Projects;
- (d) provide false information regarding the scope or conditions of the Project or otherwise provide information which is inaccurate, misleading or deceptive;
- (e) engage in conduct that may damage Renno's reputation or the integrity of the Platform;
- (f) engage in abusive, harassing, discriminatory, or threatening conduct or communications towards Renno, the Homeowner, or other Users (including bullying, intimidation, harassment, or conduct that may cause harm, alarm, or distress);
- (g) use the Platform in any way that breaches any applicable law or regulation or for any unlawful or fraudulent purpose or effect;
- (h) engage in conduct which harms or attempts to harm minors in any way;
- (i) send or facilitate the sending of unsolicited or unauthorised advertising or promotional material (spam);
- (j) impersonate any person or misrepresent their identity or affiliation with any person; or
- (k) use the Platform in connection with, or to promote, any criminal or unlawful activity (including fraud, financial crime, harassment, or other harmful conduct).

Article 15 – Milestone Dispute Resolution

15.1

Where a Dispute has arisen and either the Homeowner or the Contractor asks Renno to arrange for an Expert to be appointed, the Contractor agrees that Renno shall be entitled to request Royal Institution of Chartered Surveyors ("**RICS**") to appoint an Expert and for RICS to agree with the Expert the terms of appointment. The Contractor is deemed to agree to the appointment of the Expert by Renno.

15.2

The Homeowner and the Contractor are entitled to make submissions to the Expert and will provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

15.3

The Expert must prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three (3) months of the matter being referred to the Expert.

15.4

The Expert's determination shall be final and binding on both Homeowner and Contractor in the absence of manifest error or fraud. Where the Expert determines that a Milestone has been achieved, this shall be recorded on the Platform by Renno and the applicable OPP Payment Request shall be automatically made to OPP.

15.5

The Homeowner and the Contractor shall be responsible for any Expert's costs which shall be borne equally (50/50) by Homeowner and Contractor. The Contractor shall promptly pay its contribution to the Expert's costs when requested by Renno (and in any case within seven (7) days of the request).

Payment shall be made, using a payment method specified by Renno. If the Contractor fails to pay its share of the Expert's costs, Renno may suspend provision of the Services until such time as the payment is made. Renno reserves the right to seek payment from the Homeowner and/or the Contractor of their proportion of any estimated Expert costs before an Expert is appointed.

15.6

Renno shall act solely as administrator of the procedure and shall not assess the merits of the dispute.

15.7

The Contractor acknowledges and agrees that the effective resolution of a Dispute by the Expert requires the processing and disclosure of relevant Project data. The Contractor authorises Renno to share all necessary data related to the Project held on the Platform with the Expert, including but not limited to:

- (a) the Milestone descriptions;
- (b) chat logs and communication history stored on the Platform;
- (c) photographs, videos, and other evidence uploaded by either Homeowner or the Contractor party; and
- (d) timestamps and activity logs regarding the Milestone.

The Contractor acknowledges that this data sharing is necessary for the performance of these Terms and the administration of the binding Expert's determination.

Article 16 – Liability

16.1

Nothing in these Terms limits or excludes:

- (a) liability for death or personal injury caused by negligence;
- (b) liability for fraud or fraudulent misrepresentation;
- (c) liability for deliberate default; and
- (d) liability that cannot legally be limited, including liability under Part 1 of the Consumer Rights Act 2015 for services not performed with reasonable care and skill.;

16.2

Subject to Article 16.1, Renno's total liability under or in connection with these Terms shall not exceed:

- (a) GBP 1,000 (one thousand Pounds Sterling); or
- (b) the total commission fees actually paid by the Contractor to Renno in relation to the Project in the twelve (12) months preceding the event giving rise to the claim.

16.3

Subject to Article 16.1, neither party shall have liability for:

- (a) loss of profits (including loss of anticipated savings); or
- (b) loss of sales or business; or
- (c) loss of agreements or contracts; or
- (d) loss of use or corruption of software, data or information; or
- (e) loss of or damage to goodwill; or
- (f) indirect or consequential loss.

16.4

Renno has no liability to the Homeowner in respect of the quality, safety, fitness for purpose, compliance, timeliness, delivery or completion of any work carried out by a Contractor or for any latent defects arising from the works carried out by the Contractor in relation to the Project.

16.5

Renno shall have no liability to the Contractor in relation to OPP's compliance (or non-compliance) with OPP's agreement with the Contractor, or its compliance (or non-compliance) with the Financial Services and Markets Act 2000, Payment Services Regulations 2017 and the rules and guidance of the Financial Conduct Authority or any equivalent legislation.

16.6

Renno shall have no liability to the Contractor in respect of the conduct, acts or omissions of any Expert, or the content, accuracy or outcome of any determination, recommendation or opinion provided by an Expert in connection with a Dispute, including any negligence, error or alleged bias on the part of the Expert.

Article 17 – Contractor's indemnity

17.1

The Contractor shall indemnify Renno and its directors, officers and employees against any direct losses, costs and expenses (including reasonable legal fees) incurred by Renno to the extent arising from:

- (a) the Contractor's breach of these Terms;
- (b) any unlawful or infringing content uploaded or submitted by the Contractor;
- (c) any dispute between the Contractor and another User, to the extent such loss is caused by the Contractor's breach of these Terms and not by Renno's breach or negligence; and
- (d) any claim by a third party resulting from the Contractor's:
 - (i) misuse of the Platform; and / or
 - (ii) unlawful conduct in connection with a Project; and / or
 - (iii) breach of these Terms.

Article 18 – Data protection

18.1

Renno processes personal data in accordance with its [Privacy Policy](#) and in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

18.2

Renno will share transaction data with OPP to enable OPP to provide the payment services. OPP processes payment-related data in accordance with OPP's [Privacy Policy](#).

18.3

The Contractor shall ensure that content uploaded to the Platform does not include sensitive personal data.

Article 19 – Intellectual property

19.1

Renno and its licensors shall retain ownership of all intellectual property rights in the Platform.

19.2

Renno grants the Contractor a non-exclusive, royalty-free, non-transferable, revocable licence to use the Platform for the purposes of receiving and using the services contemplated by these Terms.

19.3

The Contractor shall retain ownership of all intellectual property rights in its content uploaded to the Platform (“**Contractor Content**”).

19.4

The Contractor grants to Renno a non-exclusive, royalty-free licence to use, store, copy, modify, process and transmit the Contractor’s Content for the purposes of operating and providing the Platform and the services contemplated by these Terms.

Renno may disclose and sublicense the Contractor’s Content to OPP, the Homeowner on the Project, any appointed dispute resolution provider, and other third parties engaged by Renno, to the extent reasonably necessary for the operation and provision of the Platform and the services contemplated by these Terms.

19.5

The Contractor shall not conduct, facilitate, enable, authorise or permit any text or data mining or web scraping in relation to the Platform. This is as an express reservation of Renno’s rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive (EU) 2019/790).

19.6

The Contractor shall not use, and Renno does not consent to the use of, the Platform, or any data published by, or contained in, or accessible via, the Platform or any services provided via, or in relation to, the Platform for the purposes of developing, training, fine-tuning or validating any artificial intelligence system or model.

Article 20 – Reviews

20.1

The Contractor may submit reviews concerning the Contractor’s experience with the Platform. Reviews must be truthful and must not be defamatory, misleading, unlawful or abusive.

20.2

Renno may remove or restrict access to any reviews that breach these Terms or applicable law. Renno does not routinely verify or guarantee the accuracy of reviews.

Article 21 – Termination

21.1

The Contractor may terminate these Terms at any time by closing their account on the Platform or by notifying Renno in accordance with Article 25.

Where no Project has been commenced, termination shall take effect immediately.

Where the Contractor is engaged on an ongoing Project, termination shall not take effect until that Project has been completed or any related Dispute has been resolved in accordance with these Terms. For the duration of any such ongoing Project, these Terms shall remain in force solely to the extent necessary to facilitate the completion of the Project, including the holding and release of funds by OPP in accordance with Articles 11 and 12.

21.2

Renno may suspend or restrict the Contractor’s access to the Platform with immediate effect where:

- (a) the Contractor is in breach of these Terms;

- (b) the Contractor fails comply with any verification or monitoring requirements under Article 3.1 (KYC or AML requirements imposed by OPP) and Article 8.3;
- (c) Renno has reasonable grounds to suspect fraud, money laundering, or other unlawful or harmful activity in connection with the Contractor's use of the Platform; or
- (d) Renno is required to do so to comply with applicable law, regulatory requirements, or a court or competent authority order, or where continued access would pose unacceptable legal, financial or reputational risk.

Renno shall notify the Contractor of any suspension and the reasons for it as soon as reasonably practicable, unless prohibited by law or regulatory requirements.

21.3

Upon termination of the Contractor's account for any reason:

- (a) any Milestones that have been approved or deemed approved shall be processed for release of funds by OPP in accordance with Article 11.4 and Article 12;
- (b) any Disputed Milestones shall remain subject to the dispute resolution process set out in Article 15, and any corresponding funds in the Safeguarded Payment Service shall remain held by OPP pending resolution; and
- (c) any obligations which are expressed or intended to survive termination (including under Articles 10, 12, 16 and 17) shall continue in full force and effect.

21.4

Upon termination, the Contractor's right to use the Platform shall immediately cease. However, unless the account has been terminated due to fraud, unlawful activity, or security risks under Article 21.2(c) or (d), Renno shall grant the Contractor a limited access period of thirty (30) days following termination for the sole purpose of retrieving and exporting relevant Project data (including communications, Milestone documentation and evidence).

Following expiry of this period, access to the Platform shall be revoked and the account shall be deactivated.

Article 22 – Contact details and complaints procedure

22.1

If the Contractor has a complaint about the Platform, it may submit it to Renno using the contact details in Article 25.1, and Renno will acknowledge the complaint and aim to respond within a reasonable period.

22.2

Where a complaint relates to payment services provided by OPP (including payment delays, safeguarding of funds or verification requirements), it should be directed to OPP in accordance with its complaints procedure, and any escalation rights (including to the Financial Ombudsman Service) will be governed by the applicable OPP terms.

Article 23 – Amendments

23.1

Renno may amend these Terms from time to time. Where Renno makes material changes, it shall provide at least thirty (30) days' notice via email or the Platform before such changes take effect.

23.2

If the Contractor does not agree to the changes, the Contractor may terminate these Terms before they take effect:

- (a) where no Project has commenced, by closing their account on the Platform or by notifying Renno using the contact details set out in Article 25; or
- (b) where the Contractor is engaged on an ongoing Project, by notifying Renno that it does not accept the amended Terms, in which case any active Project shall continue to be governed by the version of these Terms in force at the date that Project was created. The Contractor may close their account once that Project has been completed or any related Dispute has been resolved in accordance with these Terms.

Article 24 – Assignment

24.1

Renno may assign, novate or otherwise transfer its rights and obligations under these Terms.

24.2

The Contractor may not assign, novate or otherwise transfer any rights or obligations without Renno's prior written consent.

Article 25 – Notices

25.1

Any formal notice under these Terms and complaints relating to the Platform shall be given in writing:

- (a) to Renno: by email to legal@renno.pro or by post to its registered office address; and
- (b) to the Contractor: by email to the email address associated with the Contractor's account or via the Platform.

25.2

A notice shall be deemed received:

- (a) if sent by email, on the next business day after transmission; and
- (b) if sent via the Platform, at the time it is made available to the Contractor.

25.3

Communication related to Milestone completion, approval requests and Dispute do not constitute formal notices and may be delivered by Renno to the Contractor by any reasonable means, including through the Platform, by email or by other electronic notification.

25.4

This Article does not apply to the service of any proceedings or other documents in any legal proceedings.

Article 26 – Force majeure

26.1

Neither party shall be liable for any delay or failure in the performance of its obligations under these Terms for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

26.2

The affected party shall promptly notify the other party in writing of the start of a Force Majeure Event and shall use reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

Article 27 – Entire Agreement

27.1

These Terms constitutes the entire agreement between the parties.

27.2

Each party acknowledges that in entering into these Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

Article 28 – Severability

28.1

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.

Article 29 – Waiver

29.1

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

29.2

A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

Article 30 – Third party rights

30.1

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Article of the Terms.

Article 31 – Governing law and jurisdiction

31.1

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

31.2

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation.

Annex 1 – Definitions and rules of interpretation

1. Definitions

For the purpose of these Terms, capitalised terms have the meaning set out below:

- **Contractor or you:** any User providing construction and/or renovation services under an Underlying Agreement with the Homeowner.
- **Dispute:** a disagreement, claim or controversy arising between a Homeowner and a Contractor as to whether a Milestone has been achieved.
- **Expert:** a person appointed in accordance with Article 15 to resolve a Dispute.
- **Force Majeure Event:** any circumstance beyond a party's reasonable control, including acts of God, natural disasters, epidemics or pandemics, war or civil unrest, acts of terrorism, nuclear or biological contamination, changes in law or action by a public authority, fire, explosion or major accident, industrial disputes (other than by the affected party's personnel), failure of utilities or infrastructure, and any failure, suspension or loss of authorisation of OPP or any other third-party service provider, or any material disruption to their services outside the affected party's control.
- **Homeowner:** any User who initiates a Project on the Platform for the purpose of engaging a Contractor.
- **Milestone:** a defined phase or deliverable including any applicable standards forming part of a Project, as agreed between Homeowner and Contractor under the Underlying Agreement and as included on the Platform, a completion of which may trigger release of a corresponding payment.
- **OPP:** Online Payment Platform Ltd., an authorised and regulated payment services provider (FCA reference number 1003976), which provides the payment processing services.
- **Platform:** means the Renno digital platform, including any web-based interface, mobile application and related software or services made available by or on behalf of Renno, through which Homeowners and Contractors create Projects, and Users communicate, manage Projects and Milestones, facilitate safeguarded payment services, and manage dispute resolution.
- **Project:** a defined scope of the renovation or construction work relating to a Homeowner occupied dwelling agreed between the Homeowner and Contractor in the Underlying Agreement, comprising one or more Milestones and having an agreed Project Value.
- **Project Value:** the total value of a Project as agreed between the Homeowner and Contractor in the Underlying Agreement and as apportioned between one or more Milestones.
- **Safeguarded Payment Service:** the payment arrangement operated by OPP in connection with a Project, pursuant to which funds received from the Homeowner are held by OPP and safeguarded in accordance with the Payment Services Regulations 2017 and are released in accordance with the applicable Milestone provisions set out in these Terms.
- **Underlying Agreement:** the direct contractual agreement entered into between a Homeowner and a Contractor relating to a Project, which sets out the scope of work, Milestones and the Project Value, and to which Renno is not a party.

- **User:** a party registered on the Platform, including Homeowners and Contractors.

2. Rules of interpretation

The following definitions and rules of interpretation apply in these Terms.

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
 - another person (or its nominee) by way of security or in connection with the taking of security; or
 - its nominee.
- A reference to legislation or a legislative provision:
 - is a reference to it as amended, extended or re-enacted from time to time; and
 - includes all subordinate legislation made from time to time under that legislation or legislative provision.
- A reference to writing or written excludes fax but not email.
- Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.