



TERMS OF SERVICE

Business terms for the Tools2Done platform

Owned and operated by Created2Deliver Ltd

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These Terms of Service ("Terms") govern access to and use of Tools2Done, a business-management software service provided by Created2Deliver Ltd ("Created2Deliver", "we", "us" or "our"). By creating an account, starting a trial, purchasing a subscription or using Tools2Done, you agree to these Terms.

Tools2Done is intended for business and professional use. If you are using Tools2Done on behalf of a company, partnership or other organisation, you confirm that you have authority to bind that organisation to these Terms.

1. About us and contact details

Item	Details
Provider	Created2Deliver Ltd trading as Tools2Done
Company number	17445177
Registered office	29 Whitecliffe View, Chepstow, NP165WJ
Support email	support@tools2done.co.uk
Legal / privacy email	privacy@tools2done.co.uk
Website	https://www.tools2done.co.uk

2. The Tools2Done service

Tools2Done is a hosted software platform designed to help businesses manage operational and financial information. Depending on the plan and features enabled, the service may include customer and job records, quotes, invoices, payments, expenses, projects, workforce information, CIS/payroll-related records, reporting, document storage, Open Banking feeds, reconciliation, subscription administration and other business-management features.

We may improve, replace, add or remove features from time to time. We will not deliberately remove a material paid feature during an active paid subscription without reasonable notice unless the change is required for security, legal, regulatory or third-party-provider reasons.

3. Eligibility and business use

- You must be at least 18 years old and legally capable of entering into a contract.
- Tools2Done is supplied for business or professional purposes and is not intended primarily for personal, family or household use.
- You are responsible for ensuring that your use of Tools2Done is lawful and appropriate for your business.
- You must provide accurate account, business and billing information and keep it reasonably up to date.

4. Accounts and security

You are responsible for activity carried out through your account and for controlling which authorised users have access to your business.

- Keep login credentials confidential and use strong, unique passwords.
- Do not share credentials with unauthorised persons.
- Tell us promptly if you suspect unauthorised access, credential compromise or misuse.
- Where multi-factor authentication or additional security controls are made available or required, you must use them as instructed.
- You are responsible for configuring user roles and permissions appropriately.

We may suspend access where reasonably necessary to protect the service, another customer, your account or our infrastructure from suspected compromise, misuse or security risk.

5. Free trial

Tools2Done may offer a 7-day free trial. Unless stated otherwise at signup:

- no payment card is required to begin the trial;
- the trial starts when the relevant business account is created or provisioned;
- the account will pause or become restricted when the trial expires unless you choose to start a paid subscription;
- a trial does not automatically convert into a paid subscription unless you actively complete the payment/subscription process;
- we may limit repeated, duplicate or abusive trial registrations.

6. Subscriptions, plans and additional businesses

Paid access is provided on a subscription basis. Current plans, prices, included features and any additional-business pricing are shown in the service or on the Tools2Done website and may change from time to time.

A subscription is associated with the relevant Tools2Done business account. Where the service permits an account owner to add additional businesses, additional-business charges may apply. An additional business may require an active paid primary business subscription.

If we change the price of an existing subscription, we will give reasonable advance notice before the new price applies to a future billing period, except where a change results from tax, regulatory requirements or correction of an obvious pricing error.

7. Billing and payment

Subscription payments may be processed by Stripe or another payment service provider. By purchasing a paid subscription, you authorise the applicable recurring charges shown at checkout or in your account.

Unless otherwise stated:

- subscription fees are charged in advance for the applicable billing period;
- fees are exclusive of VAT or other applicable taxes unless expressly stated otherwise;
- you are responsible for keeping a valid payment method available;
- we may retry failed payments and may restrict or suspend access after a failed payment, subject to any stated grace period;
- you remain responsible for fees properly incurred before cancellation or termination.

Payment-card details are generally handled by the payment provider rather than stored directly by Tools2Done.

8. Cancellation, suspension and account closure

You may cancel a paid subscription through the account controls or by contacting us using the method made available in the service. [CONFIRM FINAL CANCELLATION MECHANISM BEFORE PUBLICATION].

Unless the checkout or account screen states otherwise, cancellation normally takes effect at the end of the current paid billing period and access continues until that date.

We may suspend or terminate access where you materially breach these Terms, fail to pay amounts due, use the service unlawfully, create a material security risk, abuse the platform, or where continued provision is prevented by law or a critical third-party dependency.

Where reasonably practicable, we will give notice and an opportunity to remedy a remediable breach before termination.

9. Refunds

Except where required by law, subscription fees are non-refundable once a paid billing period has started. Cancelling a subscription prevents future renewals but does not normally entitle the Customer to a refund or credit for any unused part of the current billing period. If Created2Deliver Ltd makes an incorrect or duplicate charge, we will correct it and refund any amount charged in error. We may also issue a refund or service credit at our discretion where there has been a material service failure or other exceptional circumstance.

If we permanently discontinue the paid service during a prepaid period for reasons not caused by your breach, we will provide an appropriate pro-rata refund or service credit for the unused prepaid period, unless another lawful remedy is agreed.

10. Customer data and ownership

As between you and Created2Deliver, you retain ownership of the business data, documents and other content that you submit to Tools2Done ("Customer Data").

You grant us a limited right to host, copy, transmit, back up, process and otherwise use Customer Data only as necessary to provide, secure, support and improve the operation of Tools2Done, comply with your instructions and meet legal obligations.

You are responsible for the accuracy, legality, quality and origin of Customer Data and for obtaining any permissions or lawful basis required to upload or process it.

11. Data protection

Our Privacy Policy explains how Created2Deliver processes personal data where it acts as a controller.

Where we process Customer Data on your behalf as a processor, our Data Processing Agreement applies and forms part of these Terms.

Our current Privacy Policy, Data Processing Agreement and Sub-processor List are available through the Tools2Done website or application.

12. Backups, exports and deletion

We maintain operational backup and recovery processes intended to protect the service, but you remain responsible for maintaining any independent records or exports that your business is legally or operationally required to keep.

Tools2Done may provide export functions. You should export information you need before account closure or the end of any stated recovery period.

After closure, Customer Data may remain available for a limited recovery or deletion period and may remain in encrypted backups until the relevant backup expires. Our current operational backup retention is approximately 30 days, subject to change.

We may retain records where necessary for legal, accounting, security, fraud-prevention, dispute or regulatory purposes.

13. Open Banking

Tools2Done may allow you to connect a bank account using an authorised Open Banking provider such as TrueLayer.

- You choose whether to connect a bank account and which account to use.
- The bank or Open Banking provider controls the authorisation and consent journey.
- Tools2Done may receive account identifiers, balances and transaction information within the scope you authorise.
- We do not ask you to provide your online-banking password directly to Tools2Done.

- Availability, refresh frequency and completeness of bank data depend on the bank, provider, consent and relevant Open Banking infrastructure.
- You should check imported transactions and balances against your bank records before relying on them for accounting or business decisions.

Open Banking feeds are a convenience and reconciliation aid. They do not replace the underlying records held by your bank.

14. Accounting, tax and financial information

Tools2Done provides software tools and calculations to assist business administration. Unless expressly stated otherwise, Created2Deliver is not your accountant, tax adviser, payroll adviser, financial adviser or legal adviser.

You remain responsible for checking your records, tax treatment, VAT treatment, CIS treatment, payroll information, submissions, statutory deadlines and other compliance obligations. You should obtain professional advice where appropriate.

Any dashboard, forecast, report, estimate, tax indicator, categorisation suggestion or automated calculation is based on the data and settings available to the system and may require review or adjustment.

15. Acceptable use

You must not use Tools2Done to:

- break the law or facilitate unlawful activity;
- infringe intellectual-property, privacy, confidentiality or other rights;
- upload malware, malicious code or content designed to damage or disrupt systems;
- attempt to gain unauthorised access to another customer, tenant, account, database or infrastructure;
- probe, scan, reverse engineer or defeat security controls except where expressly permitted by law and authorised by us;
- send spam, fraudulent invoices or deceptive communications;
- use automated means in a way that materially degrades the service or circumvents plan limits;
- resell, sublicense or provide the service to third parties except as expressly permitted by your plan or a written agreement.

16. Third-party services

Tools2Done may integrate with third-party services such as Stripe, TrueLayer, banks, email providers, hosting providers and other business systems.

Third-party services are subject to their own terms, privacy notices, availability and technical limitations. We are not responsible for a third party's independent acts, omissions, outages or changes, although we will take reasonable steps to maintain integrations we choose to support.

We may replace or discontinue an integration where the provider changes its service, pricing, legal terms, API, security requirements or availability.

17. Intellectual property

Created2Deliver and its licensors own all rights in Tools2Done, including the software, design, branding, databases, documentation, interfaces and other materials, excluding Customer Data and third-party materials.

Subject to payment of applicable fees and compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to use Tools2Done for your internal business purposes during your subscription or trial.

No ownership rights in Tools2Done are transferred to you.

18. Feedback

If you provide suggestions, ideas or feedback about Tools2Done, you permit us to use that feedback to improve or develop the service without payment or obligation to you, provided we do not identify you publicly without permission.

19. Service availability, maintenance and changes

We aim to provide a reliable service but do not promise uninterrupted or error-free availability.

Access may be interrupted by maintenance, updates, security work, internet or hosting failures, third-party outages, bank/Open Banking outages, emergency maintenance or events outside our reasonable control.

We may perform planned or emergency maintenance and may deploy security fixes without advance notice where necessary.

20. Support

Support channels and normal support availability are described in the service or on our website. Support does not include professional accounting, tax, legal or financial advice.

Where necessary to investigate a support issue, authorised personnel may access relevant Customer Data on a least-privilege basis. Such access is subject to our Privacy Policy, Data Processing Agreement and internal security controls.

21. Warranties and disclaimers

We will provide Tools2Done with reasonable care and skill appropriate to a hosted business software service.

Except as expressly stated in these Terms, and to the fullest extent permitted by law, we do not warrant that Tools2Done will be uninterrupted, completely error-free, compatible with every device or third-party service, or suitable for every business, accounting or tax requirement.

You are responsible for reviewing outputs before relying on them and for maintaining appropriate business controls.

22. Liability

Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

Subject to the paragraph above, neither party will be liable to the other for indirect or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill, loss of opportunity, or loss arising from business interruption, except to the extent such loss cannot lawfully be excluded.

Subject to the paragraph above, Created2Deliver's total aggregate liability arising out of or in connection with Tools2Done and these Terms in any rolling 12-month period will not exceed the greater of: (a) the subscription fees paid or payable by you to Created2Deliver for the affected Tools2Done business during the 12 months immediately preceding the event giving rise to the claim; or (b) £100. [LEGAL REVIEW REQUIRED: CONFIRM FINAL LIABILITY CAP].

The limitations in this section reflect that Tools2Done is a subscription software service and that you remain responsible for reviewing business, tax and accounting decisions.

23. Indemnity for unlawful customer use

To the extent permitted by law, you will be responsible for losses, claims or costs reasonably incurred by Created2Deliver as a direct result of your unlawful use of Tools2Done, your infringement of third-party rights, or Customer Data that you had no right to submit, except to the extent caused by our own breach, negligence or unlawful conduct.

24. Confidentiality

Each party will use reasonable care to protect confidential information received from the other and will use it only for purposes connected with the service, except where disclosure is required by law or the information is already lawfully public or independently known.

Customer Data is treated as confidential information, subject to the processing rights and disclosures described in these Terms, the Privacy Policy and the Data Processing Agreement.

25. Changes to these Terms

We may update these Terms where reasonably necessary to reflect changes in law, regulation, security, product functionality, third-party services or our commercial arrangements.

For material changes affecting an existing paid subscription, we will provide reasonable notice through the service, website, email or another appropriate channel. Continued use after the effective date constitutes acceptance where permitted by law. If you do not agree to a material change, you may cancel before it takes effect.

26. Notices and communications

We may send contractual, security, billing and service notices to the email address associated with your account or display them within Tools2Done. You are responsible for keeping your contact details current.

Formal notices to Created2Deliver should be sent to [INSERT LEGAL EMAIL / REGISTERED OFFICE].

27. Transfer of the agreement

You may not assign or transfer your rights under these Terms without our prior written consent, except as part of a genuine transfer of your business where we agree to the account transfer.

We may transfer our rights and obligations to an affiliate or as part of a merger, restructuring, financing, sale or transfer of the Tools2Done business, provided this does not materially reduce your contractual rights.

28. Events outside reasonable control

Neither party is responsible for delay or failure caused by events outside its reasonable control, including major internet or telecommunications failures, hosting outages, cyber incidents despite reasonable safeguards, industrial disputes, natural disasters, government action, war, civil disorder or failure of a critical third-party service, provided the affected party takes reasonable steps to mitigate the impact.

29. Entire agreement and severability

These Terms, together with documents expressly incorporated into them, form the agreement between you and Created2Deliver concerning Tools2Done and replace prior discussions or representations about the same subject matter, except in the case of fraud.

If a provision is held invalid or unenforceable, the remaining provisions continue in force and the invalid provision will be adjusted only to the minimum extent necessary.

30. No waiver and third-party rights

A delay or failure to enforce a right does not waive that right.

Unless expressly stated otherwise, a person who is not a party to these Terms has no right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

31. Governing law and jurisdiction

These Terms and any non-contractual obligations arising from them are governed by the laws of England and Wales.

The courts of England and Wales will have exclusive jurisdiction over disputes arising from or connected with these Terms, subject to any mandatory legal rights that apply notwithstanding this clause. [CONFIRM FINAL JURISDICTION WITH LEGAL ADVISER].

32. Documents forming part of the agreement

The following documents should be read with these Terms:

- Tools2Done Privacy Policy;
- Tools2Done Data Processing Agreement;
- Tools2Done Sub-processor List;
- Tools2Done Cookie Policy;
- any plan, pricing or order information shown at signup or checkout.

If there is an inconsistency, the Data Processing Agreement prevails for processor obligations concerning Customer Data; an agreed written order or enterprise agreement may prevail for the commercial terms expressly stated in it.

33. Contact us

Item	Details
Business	Created2Deliver Ltd trading as Tools2Done
Support	support@tools2done.co.uk
Legal / privacy	privacy@tools2done.co.uk
Registered office	29 Whitecliffe View, Chepstow, NP165WJ
Website	https://www.tools2done.co.uk

Tools2Done • Run the work. Know the business.