

1. General Terms & Conditions

These terms and conditions (“Terms”) govern your use of the www.builderscrap.com website operated by the Company (the “Site”) and your relationship with the Trustland Group trading as BuilderScrap (the “Company”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. You must agree to these Terms in order to register for and use the Site. If you do not agree to the Terms then please indicate this by pressing “decline” at which point your registration process will be terminated. If you have any questions on the Terms, please contact support@builderscrap.com

2. Use of the Site

2.1 The Site is provided to you for use subject to these Terms. By using the Site you agree to be bound by these Terms. The Site is provided only to users who are in business as a builder, contractor or other member of the building or construction trade and is not for consumer use.

2.2 References to these Terms include the following policies of the Company which shall be deemed to be incorporated into these terms as if set out in full:-

- (a) Prohibited Items Policy
- (b) Privacy Policy
- (c) Listing procedures, rules and guidelines

In the event of any conflict between the provisions of any of the above policies and the Terms shall prevail in all respects.

2.3 If you are registering with the Site as a partnership, limited liability partnership, limited company or other business entity you hereby warrant and represent to us that you are duly authorised to bind that business entity to these terms.

3. Nature of the site

The Site operates as a market place on which registered users may offer to sell or otherwise dispose of surplus building materials or other items to other registered users. We do not review the offers made by users and are not party to any contract for sale or exchange or any other agreement or arrangement which may be entered into between users as a result of such offers; any such contract, agreement or arrangement is made directly between the users involved. We will not be in possession of any Items offered on the Site and do not have any knowledge as to the quality, legality or safety of any such Items or their fitness for any purpose. We are unable to, and do not, check that any Items are as described in any offer or that any value (if any) ascribed to such Items in an offer is correct. We are not involved in the arrangements between users for the delivery or collection of, or payment for, any Items. These arrangements are the sole responsibility of the users concerned.



4. Registration

- 4.1 To register on the Site you must be in business as a builder, contractor or other member of the building or construction trade and over eighteen years of age.
- 4.2 You must ensure that the details provided by you on registration or at any time are correct and complete.
- 4.3 You must inform us immediately of any changes to the information that you provided when registering by updating your personal and company details in order that we can communicate with you effectively.

5. Password and security

- 5.1 When you register to use the Site you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. You are responsible for all actions taken on the site using your login details and password. If you know or suspect that someone else knows your password you should notify us by contacting support@builderscrap.com immediately.
- 5.2 If the Company has reason to believe that there is likely to be a breach of security or misuse of the Site, we may require you to change your password or we may suspend your account.

6. Individual and Corporate Registration

- 6.1 You have the option to register with the Site either as an Individual Registration or a Corporate Registration . A Corporate Registration allows you to register the details of other staff or employees of your organisation (“Corporate Users”) who will be provided with log-in details to allow them to offer Items on the Site on behalf your organisation.
- 6.2 If you apply for a Corporate Registration you hereby confirm and agree that
 - (i) all information and communications relating to the operation of the Site (except for those relating to Items offered by your staff or employees) will be sent only to the “Administration” email address which you provide at registration
 - (ii) details of all Items listed by Corporate Users will be copied to the “Administration” email address.
- 6.3 Each Corporate User who registers for log-in details to use the Site as part of a Corporate Registration will be required to accept these Terms.

7. Offering and Accepting Items

- 7.1 You must not offer Items on the Site which are included in our list of Prohibited Items or which are otherwise unsafe, illegal or unfit for their intended or stated purpose or the sale or disposal of which would infringe the rights of any person.
- 7.2 By offering an Item on the Site you warrant to other users of the Site and to us that:-
 - (a) the description of the Item posted on the Site is accurate in all respects;
 - (b) the Item is legally owned by you and in your possession and is not subject to any security, encumbrance or other right in favour of any person;
 - (c) the sale or disposal of the Item is permitted by law in the United Kingdom and is not subject to any restrictions on its disposal or sale; and



- (d) to the best of your knowledge and belief the Item is not unsafe or defective in any respect and is fit for any purpose stated in the offer and for any purpose which it is reasonably foreseeable that Items of that type will be used.

7.3 By accepting an Item offered for sale or disposal on the Site you enter into a legally binding contract with the user offering such Item (including the obligation to pay any price stated in respect of that Item in the offer). You will be responsible for collecting such Item on the terms set out in the offer or on such other terms as are agreed between you and the user offering the Item.

7.4 All Items offered on the Site must be accepted only via the Site, and must have been uploaded by either MMS, e-mail or on line. You agree that in the event that you accept an Item offered on the Site in any other way you will pay us on demand the amount of any fees which we would otherwise have received in respect of such Item as set out in clauses 8.2 and 8.3.

7.5 You are responsible for ensuring compliance with Health and Safety and other regulatory requirements in respect of Items and all arrangements made for collection of Items by users. This includes, without limitation, ensuring that appropriate Personal Protective Equipment is worn by all persons entering sites for the purpose of collecting Items.

8. Fees

8.1 There is no charge for joining the Site.

8.2 Each multimedia message ("MMS") sent to the Site will be charged at the then current rate as set out in our fees policy – This is currently 50 pence (inclusive of VAT) plus network sending charges.

8.3 The acceptance of Items offered by you on the Site will be notified to you by e-mail or by SMS. You may choose your preferred form of notification when you register to use the Site and may change this at any time by altering your preferences. SMS notifications sent to you by the Site will be charged at the then current rate as set out in our fees policy – this is currently between five and ten pence (inclusive of VAT) dependent upon your mobile network.

8.4 We may change our fees policy at any time and any such change will be effective 14 days after such change is either posted on the Site or notified to you by email or by SMS.

8.5 Other than the charges set out in clauses 8.2 and 8.3 there is no fee for offering Items on the Site or for accepting such offers. Any costs associated with collection of Items are the sole responsibility of the user concerned.

8.6 Your sending an MMS message to the Site in respect of an Item constitutes your acknowledgement that we will commence the provision of our services to you upon sending of that MMS. You acknowledge and agree that the provision of our services begins at the time of sending of the MMS and that accordingly you shall not have the right to cancel the offer of an Item pursuant to the Consumer Protection (Distance Selling) Regulations 2000 once an MMS has been sent in respect of that offer.

9. Identity of users of the Site

We are unable to confirm the accuracy of information provided by users of the Site in relation to their identity, location or business status. You should take steps to satisfy yourself of the identity of the relevant user (and their ownership of Items offered by them on the Site) before collecting or paying for any Items.

10. Liability of users of the Site

10.1 You agree that you will pursue any claim that you may have against a user of the Site (whether as a result of



their use of the Site, any matter arising from the offer by them of Items on the Site or in relation to the Items offered by them) against that user directly and without recourse to us. You hereby release us from any claims, losses, damages, liabilities or expenses relating to any such claim and indemnify us against any such claims, losses, damages, liabilities or expenses which we may suffer.

- 10.2 You agree and acknowledge that the declaration to Her Majesty's Revenue & Customs (or other relevant tax authority) of any income arising from the offer of Items on the Site by you is your sole responsibility

11. Amendments

We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Site. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the Site. The changes will apply to the use of the Site after we have given notice. If you do not wish to accept the new Terms you should not continue to use the Site. If you continue to use the Site after the date on which the change comes into effect, your use of the Site indicates your agreement to be bound by the new Terms.

12. Intellectual property

- 12.1 The content of the Site is protected by copyright, trade marks, database rights and other intellectual property rights. You may retrieve and display the content of the Site on a computer screen or mobile telephone or other mobile communications device, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without written permission from the Company.
- 12.2 You hereby irrevocably grant us a non-exclusive, world-wide, perpetual, royalty free licence to exercise any rights which you may have in information which you provide to us in connection with your use of the Site (other than personal data, which is covered by the terms of our privacy policy [[hyperlink to be inserted](#)]) for any purpose whatsoever. This includes, without limitation, any copyright, trademark, database or other rights which you may have in such information.

13. Your use of the Site

- 13.1 You may not use the Site for any of the following purposes:
- (a) offering any Items in breach of clause 7.1;
 - (b) for the dissemination of spam or unsolicited commercial communications;
 - (c) posting links to any Items which are offered for sale or disposal on sites other than the Site;
 - (d) posting offers which do not offer an Item for disposal or sale;
 - (e) posting offers which offer more than one item for disposal or sale (unless offered as a job lot);
 - (f) any activity which could prejudice the efficient operation of the Site (including as a result of a computer virus or other malicious software designed to disrupt the normal operation of computer software or hardware) or which might cause Internet Service Providers or other providers of services to us in respect of the Site to cease provision of such services;



- (g) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- (h) transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
- (i) interfering with any other person's use or enjoyment of the Site;
- (j) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner; or
- (k) carrying on or being involved in any fraudulent or other illegal activity.

13.2 You will be responsible for and will indemnify us on demand against all our losses and costs arising directly or indirectly from your breach of this clause 13.

14. Availability of the Site

14.1 Although we aim to offer you the best service possible, we make no promise that the services at the Site will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Site you should report it to support@builderscrap.com and we will attempt to correct the fault as soon as we reasonably can.

14.2 Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

15. The Company's right to suspend or cancel your registration

15.1 We may suspend or cancel your registration immediately at our absolute discretion or if you breach any of your obligations under these Terms.

15.2 You can cancel your registration at any time by informing us in writing or by e-mail to support@builderscrap.com. If you do so, you must immediately stop using the Site.

15.3 The suspension or cancellation of your registration and your right to use the Site shall not affect either party's statutory rights or liabilities.

16. The Company's liability

16.1 The Site may provide content from other Internet sites or resources and while the Company tries to ensure that material included on the Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If the Company is informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.

16.2 If we are in breach of these Terms, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Site. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

16.3 This clause 16 shall not limit or affect our liability if something we do negligently causes death or personal injury.



16.4 Notwithstanding the previous provisions of this clause 16 our liability to you or to any other party is limited to the greater of (a) the total fees received by us as described in clause 8.2 and 8.3 in the 12 months prior to the date on which the cause of action giving rise to the liability arose and (b) £100.

17. **Third party websites**

As a convenience to customers, the Site includes links to other web sites or material which are beyond its control. The Company is not responsible for content on any site outside the Site.

18. **Advertising and sponsorship**

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

19. **Applicable law**

These Terms will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

20. **International use**

You are not permitted to use the Site to offer Items which are located outside the United Kingdom, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

21. **Miscellaneous**

21.1 A party who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. However, this shall not affect any right or remedy existing or available other than pursuant to that Act.

21.2 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.

21.3 The following clauses of these Terms survive any termination of these Terms: 8.2 (Fees), 12.2 (Intellectual Property Licence), 13.2 (Indemnity) and 16 (The Company's Liability).

21.4 If you breach these Terms and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms.

21.5 The Company shall not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

21.6 The Site is owned and operated by The Trustland Group Ltd trading as Builderscrap.com, Unit 4 Hawkshead Road, Greenfields Technology Park, Bromborough, Wirral CH62 3RJ

21.7 If you have any queries please contact the company secretary at the above address or support@builderscrap.com

Company Registration No. 1041277 registered in the United Kingdom.