**BUILDUPP TERMS OF SERVICE**

Welcome to Buildupp. This document tells you the terms (the “**Terms**”) on which we, Buildupp Limited (“**Buildupp**”) provide you with access to our community of construction industry professionals, including architects, engineers, surveyors, designers and contractors (“**Buildupp Partner(s)”).**

Please read these Terms carefully before registering for access to our network and use of our online project management and consultancy services (together, our “**Services**”). If you have any questions relating to these Terms please contact **team@buildupp.com**. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By registering to use our Services you confirm that you accept these Terms.

1. **INFORMATION ABOUT US**

Buildupp.co.uk is operated by Buildupp Limited a company incorporated and registered in England and Wales, whose registered office is at 36 Claredale Street, London, England, E2 6PG, London, United Kingdom. Our Company registration number is 10194555. Our VAT number is 9063613871. You may contact us at **team@buildupp.com**, or by phone on **+44 020 3920 6743**.

1. **OUR PURPOSE**

Our objective is to provide an online project management and consultancy service, together with a vetted network of professionals to help you, as a homeowner, to achieve your home renovation or extension project (the “**Project(s)”)**efficiently. We will connect you to our community of professionals, including architects, engineers, surveyors, designers and contractors for every step of the way. Where you sign up to contract with a Buildupp Partner, Buildupp acts as a consultant, integrating the Buildupp Partner into your team and by providing advisory services. Projects are delivered through Buildupp Partners who are independent third party contractors.

Professional services are provided to you under a contract (the “**Contract**”) between you and the Professional Provider that is identified to you in the booking confirmation. Buildupp is not a party to the Contract and acts as an agent in communicating the Professional Provider’s agreement to enter into the Contract.

**You acknowledge that Buildupp Partners are independent third parties who are not employed by Buildupp.**

1. **BUILDUPP SERVICES**

When you register to use our Services, a member of the Buildupp Sales Team will organise a visit to your home by one or more Buildupp Partner. You may receive one or more Offer(s)(inclusive of VAT) from a Buildupp to undertake a Project. Partner which will be communicated to you by a member of the Buildupp Sales Team. Once you have accepted an Offer, Buildupp will send you confirmation by email (the “**Confirmation Notice**”). The contract for the supply of any Service you have ordered comes into existence once you receive the Confirmation Notice.

1. **PAYMENT**

You are responsible for paying for all invoices issued by Buildupp Partners. Payment for Services can be made by credit or debit card, or other payment method made available by Buildupp. Payment is made directly to Buildupp acting as agent on behalf of a Buildupp Partner. Buildupp is authorised to accept payment on behalf of Buildupp Partners and payment of invoices to Buildupp fulfils your obligation to pay a Buildupp Partner.

Payment paid by you is final and non-refundable, unless otherwise determined by Buildupp.

Payment (or attempt of) direct to a Buildupp Partner is a breach of these terms and conditions unless the prior express written consent of Buildupp has been obtained. Such payment (or attempt of) may result in the temporary and/or permanent suspension of the Buildupp Partner’s provision of Services through Buildupp.

**All invoices issues must be paid within seven (7) days to payment to Buildupp.**

1. **INTELLECTUAL PROPERTY RIGHTS**

We are the owner of or the licensee of all intellectual property rights in our website at: [www.builduppco.uk](http://www.builduppco.uk) (the “**Website**”) and in the material published on it. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on the Website in any way except for your own personal, non-commercial use.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Website; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit material available on the Website except as expressly permitted by Buildupp; (iii) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Website or unduly burdening or hindering the operation and/or functionality of any aspect of the Website.

1. **YOUR RIGHTS**

You have a legal right to receive goods and services which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you order. If you believe that the Services received do not comply with these legal rights, please let us know. We may request photograph(s) to demonstrate the problem. Prior to processing a refund, we may take into account relevant factors including your account history, and information from the Buildupp Partner.

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Services. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place an Order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees’, agents’ or subcontractors’ failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights under the Consumer Protection Act 1987. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure, other than a failure in our Services.

1. **ACCESSING OUR SERVICES**

We reserve the right to withdraw or amend access to our Services without notice (see below). We will not be liable if, for any reason, our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of our Services to users who have registered with us.

1. **ACCEPTABLE USE**

You may use our Services only for lawful purposes. You may not use our Services in any way that breaches any applicable local, national or international law or regulation. You also agree not to access without authority, interfere with, damage or disrupt any part of our Services or any network or equipment used in the provision of our Services.

1. **SUSPENSION AND TERMINATION**

Failure to comply with these Terms constitutes a material breach and may result in our taking all or any of the following actions:

* immediate, temporary or permanent withdrawal of your right to use our Services;
* immediate, temporary or permanent removal of any posting or material uploaded by you to our Services;
* issuing of a warning to you;
* legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
* disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The actions described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

1. **VARIATIONS**

We aim to update our Services regularly, and may also change these Terms from time to time. If we make any changes which affect your rights in relation to our Services, we will notify you.

1. **OUR LIABILITY**

We take every care in providing our Services. However, if either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Services. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

1. **LIMITATION OF LIABILITY**

Buildupp shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damaged related to, in connection with, or otherwise resulting from any use of the services, even if Buildupp has been advised of the possibility of such damages. Buildupp shall not be liable for any damages, liability, or losses arising out of: (i) Your use of or reliance on the services; or (ii) any transaction or relationship between you and any third part provider, even if Buildupp has been advised of the possibility of such damages. Buildupp shall not be liable for delay or failure in performance resulting from causes beyond Buildupp’s reasonable control.

Buildupp’s Services may be used by you to request and schedule meetings with Buildupp Partners but you agree that Buildupp has no responsibility or liability to you related to Buildupp Partners other than expressly set forth in these terms.

Buildupp makes no representation warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of Buildupp Partners.

1. **INDEMNITY**

You agree to indemnify and hold Buildupp and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your use of the Services; OR (ii) your breach or violation of any of these Terms.

1. **YOUR USE OF THE SERVICES**

In order to use most aspects of the Services, you must submit to Buildupp certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to provide us with and to maintain accurate, complete, and up-to-date information. Your failure to do so, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Buildupp’s termination of this Agreement with you.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation, logistics, delivery or vendor services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

1. **COMMUNICATIONS**

By creating an Account, you agree that Buildupp and Buildupp Partners may contact you as part of the normal business operation of your use of the Services. You may opt-out of receiving communications from Buildupp by emailing [**team@buildupp.com**](mailto:team@buildupp.com).

1. **LINKS FROM OUR SITE**

Where our Service links you to websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

1. **GENERAL**

You give your approval to Buildupp for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Buildupp’s equity, business or assets; or (iii) a successor by merger.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

1. **GOVERNING LAW AND JURISDICTION**

This agreement 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.

Each party irrevocably agrees that 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 this agreement or its subject matter or formation.

1. **YOUR CONCERNS**

If you have any concerns regarding our Service, please contact [**team@buildupp.com**](mailto:team@buildupp.com).