

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

These terms and conditions govern your membership with Find My Builders Limited, and lay out the rules for using our website www.findmybuilder.com (**our site**).

Who we are and how to contact us.

findmybuilders.com is a site operated by Find My Builders Limited ("We"). We are registered in England and Wales under company number 11090490 and have our registered office c/o Lloyd Piggott, St George's House, 56 Peter Street, Manchester, England, M2 3NQ.

To contact us, please email mail@findmybuilders.com or telephone our customer service line on 0161 660 7805.

By registering and using our site, you accept these terms.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

Trade Membership Terms and Conditions.

1:00 Trade members eligibility requirements.

- 1:01 Users must be registered trade user of Estimators Online Limited, either as a direct trade customer or a trade customer who accesses the service through a third party.
- 1:02 You must have insurance that covers the customer for all possible risks. This cover must include, Employers Liability, Public Liability and Contract All Risks.
- 1:03 If you provide any design work, you must also have Professional Indemnity Insurance.
- 1:04 You must be VAT registered.
- 1:05 All jobs over £15,000 excluding VAT, must be completed under a JCT Building Contract. It safeguards trade members against non-payment and protects the customer against poor workmanship. More information is available at www.jctltd.co.uk

2:00 What should happen at the tender/quoting stage.

- 2:01 You must ensure you are competent to carry out the project professionally and with integrity.
- 2:02 Have access to adequate resources to complete works diligently within a specified program.
- 2:03 Provide home owners with a firm fixed price quotation for the works.
- 2:04 Provide the customer with a program of works that includes a start and practical completion date. Estimators Online Limited have a free interactive program of works.
- 2:05 Agree with the customer a suitable payment notice period, so the customer can arrange payments in a timely fashion.
- 2:06 Provide a schedule of excluded works and ensure the customer is fully aware of what is not included in the quotation.
- 2:07 If required ensure all planning permissions and any party wall consents have been received.

3:00 What is required when work is in progress.

- 3:01 If you intend to start work before building regulation approval has been granted, you must submit a building notice to the local authority, minimum 48 hours before works commence on site.
- 3:02 All work must be carried out by suitably qualified operatives, either directly employed or by sub-contractors.
- 3:03 All sub-contractors must have insurance that covers the customer against all risks. You must provide sub-contractors proof of insurance, if requested by the customer.
- 3:04 You must at all times comply with Employers' Liability (Compulsory Insurance) Act 1969.
- 3:05 All work must comply with;
 - England, Building Regulations 2010 (Materials and Workmanship) Approved Document 7
 - Northern Ireland, Building Regulations NI 2012.
 - Wales, Llywodraeth Cymru Building Regulations 2010.
 - Scotland, Building (Scotland) Regulations 2002 Technical Handbooks 2017.

- 3:06 All gas installations must be carried out by a Gas-Safe registered engineer, in accordance with Gas Safety (Installation and Use) Regulations 1998 as amended. It is entirely the trade members responsibility to check the engineer is registered and insured to carry out gas works to service pipes, gas fires, gas boilers and gas appliances.
- 3.07 All variations to the work, either omissions or additions, must be confirmed in writing prior to any variations taking place.
- 3.08 You warrant that any work carried out under these terms complies with the standards laid out herein, and you will be liable to us and indemnify us for any breach of those standards. This means you will be responsible for any loss or damage we suffer as a result of your breach of these terms.

4:00 What is required on completion

- 4.01 If no official form of building contract is used, the following will apply.
- 4:02 At practical completion, and in exchange for the customer making their practical completion payment, members must provide the customer with a completion pack. The pack must include all relevant test certificates, product warranties, guarantees and safety certificates, and if applicable, provide Local Authority Building Control Completion Notice/Certificate or Full Plans Approval Notice.
- 4:03 If the customer is holding retention, you must diligently service the customer during the defects liability period.
- 4.04 Shortly prior to the defects liability period ending, the trade member must write to the customer requesting a list of any defects they would like rectifying. The customer has 21 days to respond. If the customer provides a defects list, the trade member has a further 21 days to complete the defects to the customers satisfaction. Once complete, the trade member can issue an invoice for the final retention payment.

If the customer does not respond within 21 days, to a written request for the defects list. The trade member can issue an invoice for the final retention payment.

5.00 Customer Complaints Process.

- 5.01 This process only applies if the project was not completed under a JCT Building Contract.
- 5.02 If a customer makes a complaint about a trade member, we ask the customer to submit their complaint in writing. This must include their allegations and the resolution they would like to satisfy their complaint. We also ask for any evidence they feel is relevant. If we feel the complaint is of a serious nature and the

evidence to support it indicates the trade member could be found negligent in a Court of Law, the trade member will be suspended whilst we respond to the customers complaint. How we respond will depend on how the customer would like the complaint resolving.

5.03 Possible resolutions

- (i) Trade member returns to rectify the customer complaint.
- (ii) Trade member pays someone else to rectify the customer complaint.
- (iii) The trade member provides a financial goodwill gesture.

5.04 If the customer refuses any of the above and still cannot find a satisfactory resolution. We advise the customer to consider mediation or seek legal advice.

There are other terms that may apply to you.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy

We may make changes to these terms.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site.

We may update and change our site from time to time. For example, to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site.

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is only for users in the UK.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification or password, you must promptly notify us at mail@findmybuilders.com.

How you may use material on our site.

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site.

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us.

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us at mail@findmybuilders.com

Our responsibility for loss or damage suffered by you.

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
 - In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

Uploading content to our site.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required

to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact: mail@findmybuilders.com

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

If you fail to observe these terms your account or service may be liable to termination or suspension. In the event that an account is suspended, Find My Builders Limited may be prepared, at its sole discretion, to restore the account on receipt of a written statement that the user will not commit any further abuse of the service.