



USER AGREEMENT

"Agreement"

TERMS AND CONDITIONS

The headings contained in these Terms are for Your convenience only and do not affect their interpretation.

1. DEFINITIONS

Unless the context requires otherwise, references to the singular shall include the plural and references to the masculine shall include the feminine.

"Us"/"We"/"Our"/ "Company" means Polman;

"Potential Customer" means any person company or other corporate entity who has approached Us requesting building and/or construction related services, including but not limited to painting, decorating, carpentry, plumbing, electrical work, roofing, tiling, plastering, bricklaying, rendering, pointing, property conversion, property refurbishment, property maintenance, property repairs, property alterations, structural alterations of buildings, labour of any kind, handyman services, periodic maintenance or testing and/or certification of electrical wiring and/or portable electrical appliances (PAT), periodic maintenance or testing and/or certification of gas installations and/or gas appliances, loft conversion, basement conversion, construction of a building extension, carpet laying, floor laying, screeding, tarmacing, patio construction, decking, block paving, conservatory construction and/or erection, new build construction, architectural services of any kind, project planning services, project management services, site management services, labour management services, and building and/or construction work and/or services of any other nature whatsoever;

"User"/"You"/"Your"/"Yours"/"He"/"His"/"Himself"/"It"/"Its"/"Itself" means the individual, firm, company, corporate body, or other entity, together with any subsidiaries and associated companies as defined by the Companies Act 1985 whom We have approved for the purpose of providing construction and/or building related services to Potential Customers and/or Clients;

"Party" means either the User or Us to the exclusion of others, save that it may mean both the User and Us (excluding others) when indicated or the context so requires;

"Parties" means the User and Us and excludes others;

"Terms" means all the terms conditions obligations duties restrictions rates schedules warranties and responsibilities together with any other form of text of a binding nature set out below interpreted according to the definitions set out in this Clause 1 of these terms and conditions;

"Potential Customer Information" means sufficient contact information provided by Us to a User to enable the User to communicate with a Potential Customer;

"Services" means the provision of Potential Customer Information by Us to a User;

"Website" means all information that is available on this website (www.building-contracts-london.co.uk) and on any other website We may designate from time to time whether password protected or otherwise;

"User Information" initially means the information provided by You to Us during registration and subsequently volunteered by You to Us or otherwise obtained after registration, including without limitation the User's credit rating, the User's last published accounts, the User's statement of tax paid during the past twelve months, the User's PID, the User's Memorable Answer, the User's UTR, CIS number, National Insurance number and any other information;

Note: Users are solely responsible for the accuracy of their User Information and We shall only use Your User Information as authorised by You under these Terms.

"Approval Process" means the process We use for the purpose of investigating and verifying any or all of the following without limitation: Your identity, Your trading address, Your private address, Your credit status, Your company's details including its' last accounts, its' current appointments, its' director's details, its' director's credit status, references supplied by You, and any other information that We may require You to submit to Us before We grant You access to Our Services as a bona fide User;

"PID" means the unique, randomly generated sequence of numbers and characters issued to the You by Us after the successful completion of Our Approval Process and used by Us in order to verify Your identity when making a Request for More Information and used by the You in order to access password protected areas of Our Website;

"Security Question" means a question designed by You in order to generate a memorable answer that only You are likely to know insofar as that is possible;

Note: The answers to questions like, the name of Your pet, Your mother's maiden name etc., are likely to be known by some people around You and therefore are not allowed, just as Your date of birth, national insurance number etc. are all questions that others may be able to answer. Here are some examples of suitable answers to questions You might devise: Your favourite colour - if it's an unusual one and You don't wear it often, the title of the best book You've read or film You've seen, or a sequence of alphanumeric characters that only you would know and which would be difficult to guess by anyone else whether familiar with you or otherwise;

"Memorable Answer" means the answer You supply to Us in answer to the Security Question;

"Short Requirement Summary" means a short description of the services required by a Potential Customer, including an indication of the geographical location where such services are required (if known) and how soon such services are required and which can be viewed by Users on Our Website before making a Request for More Information;

"Potential Customer Requirement" means those requirements which have been received by Us from an individual Potential Customer which can be viewed by a User on Our Website in the form of a Short Requirement Summary together with any other requirements that a Potential Customer may add to the Short Requirement Summary thereafter in discussion with the User;

"Request for More Information" means a request made to Us by a User requesting Potential Customer Information. The maximum number of Requests for More Information will be limited by Us at Our sole discretion. We may increase or decrease the number of Requests for More Information the User can make for any reason and at Our sole discretion without giving prior notice to the User;

"Bill of Quantities" means the specification of the services required by a Potential Customer together the quantity of work to be done (in man hours);

"Materials Supply List" means the list of materials and their specifications together with their calculated cost to You which You will be required to supply in order to service the Potential Customer Requirement;

"Final Quotation" means the quotation sent to the Potential Customer by the User which is based on the Working Quotation submitted by the User to Us and incorporates any changes deemed necessary by Us;

"Client" means a Potential Customer who has accepted a Final Quotation;

"Total Labour Charge" means that monetary component included in the Final Quotation whether hidden or otherwise represented and which is the estimated cost of all the labour (net of taxes) the User shall be required to provide in order to fulfil the Potential Customer Requirement whether such labour is provided directly by the User or otherwise contracted by the User or any other party acting under the instructions of the User.

"The Percentage" means the percentage given in Schedule 1 of the Terms as calculated by formula according to amount of the Total Labour Charge and which varies according to whether payment of Our Commission is made to Us by the User before or after the commencement of any work for a Client;

"Commission" means the monetary sum arrived at by multiplying the Total Labour Charge by The Percentage;

"Commission Payment Method" means any electronic means of making bank transfers instantly which will facilitate the User in instantly transmitting any Commission due to Us into any bank account We may designate from time to time for such purpose.

NOTE: If You don't already have electronic means of transferring funds from Your account to Us You will need to put these in place by contacting Your bank and requesting electronic banking facilities.

You will be asked to demonstrate that You have use of an electronic bank transfer facility by transferring a small sum of money (not exceeding £0.30) into a bank account We nominate. We shall furnish You with the details of the sort code and account number to which this small sum should be transferred.

The bank account You use for this purpose **MUST** be Your company's trading account or Your personal account if You are a sole trader using your personal account for trading purposes.

"Final Quotation" means the quotation which You communicate to the Potential Customer and is your total all inclusive charge for carrying out the Potential Customer Requirement and which includes the specification of the work to be carried out, the cost of all labour and materials to be supplied by the You together with the profit You require together with Our Commission.

Note: Your profit and Our Commission may be incorporated into the total sum of money chargeable to the Potential Customer in a hidden or in a disguised manner in the Final Quotation.

"Working Quotation" means the preliminary quotation produced by the User and sent to Us identifying both the User and the Potential Customer and separately detailing and specifying the work required by a Potential Customer, the materials the User will be required to supply together with the cost price of all such materials, an estimate of the number of man hours and the cost to You of such man hours broken down by the type of labour required and rates applicable, the profit the User requires in servicing the Potential Customer Requirement, Our Commission as calculated by You, and full details and amounts of any staged payments which You shall require the Potential Customer to adhere to;

"Bidding Process" means the method of obtaining new, repeat or referred business described in Clause 5 which the User must adhere to in all respects in order to comply with the Terms;

"Regulations" means The Conduct of Employment Agencies & Employment Businesses Regulations 2003;

"Taxes" refer without limitation to: corporation tax, deductions made under the New Construction Industry Scheme (CIS), IR35, income tax, value added tax, national insurance contributions of any kind, and any other similar contributions and imposts.

2. INTRODUCTION

2.1 By using Our Website as an authorised User, You agree to be bound by the Terms and to abide by them. You are not authorised to use Our Website for the purpose of procuring contact information pertaining to any Potential Customer if You do not agree to be bound by the Terms and to abide by them at all times.

2.2 The sole purpose of Our Website is to introduce Users to Potential Customers for the purpose of enabling Users to contract construction and building related works and/or services. You acknowledge that by using Our Website You will only use Our Website for its intended purpose and that any misuse may be punishable.

2.3 To the extent that the Regulations apply to the provision of Our services to You both now and in the future, it is Our intention and purpose to act solely as an introducer of Potential Customers to Users and therefore You agree that it is fair that We cannot accept any responsibility or be held liable for any claims made by a Potential Customer or Client as a result of Your actions or failure to act including but not limited to claims made regarding health and/or safety matters which affect the Potential Customer Your employees subcontractors or any third party whosoever adversely.

2.4 We do not enter into nor do We create "Contracts for Services" or "Contracts of Employment" (as defined in the Regulations) and therefore We should not be construed by the User in any manner whatsoever and howsoever as acting as an agent employer partner or party in any joint venture connected with You.

2.5 All copyrights database rights and intellectual property rights We possess in connection with the content that appears on Our Website whether protected by a password or otherwise is Our property and You are not authorised to use copy reproduce or sell any such content other than as permitted under the Terms. We hereby reserve the right to withdraw Your access (once granted) to the secure areas of Our Website without giving You any prior notice and to take any legal action against You deemed necessary by Us in order to protect Our rights and recover any losses suffered by Us whether such losses be direct consequential or otherwise as a consequence of Your actions.

3. AVAILABILITY OF OUR SERVICES, YOUR STATUS, SOLVENCY, & ELIGIBILITY

3.1 Our Services are only available to building companies construction companies builders building contractors building subcontractors self-employed labourers self-employed building workers construction workers and tradesmen who are registered under the Construction Industry Scheme (CIS) and who also have the right to enter into legally binding contracts under the laws applicable in the geographical region(s) where they intend to provide services to Potential Customers or otherwise benefit from Our Services.

3.2 Our Services are not available to middle-men brokers introducers nor Employment Agencies and Employment Businesses as defined under the Regulations nor to any individuals or corporate bodies who have any unsettled CCJ's adverse credit references mortgage arrears or who have been the subject of a bankruptcy order winding up order or are currently in receivership or the subject of insolvency proceedings whether voluntary or otherwise.

3.2.1 We reserve the right to withhold granting You access to Our Services and instating You as a bona-fide User and also once such access has been granted to subsequently withdraw such access by revoking Your User status without notice should You fail to supply Us with a sufficient number of good references or Your referees provide Us with an adverse report about Your dealings with them or We become aware beforehand or at any other time that You have an adverse credit rating or are the subject of (or in) a bankruptcy order insolvency proceedings winding up order county court judgment mortgage arrears or in the event that You fail to pay Us Our Commission on time or are found to be in breach of any term in the Terms.

3.3 By making an application to become a User, You agree to grant Us the right to:

3.3.1 perform credit reference checks both before accepting You as a User and periodically thereafter; and

3.3.2 follow up all the references supplied by You to Us; and

3.3.3 require You to provide evidence to Us that You are registered under the New Construction Industry Scheme for tax purposes (which evidence may take the form of a currently valid CIS card or Unique Tax Reference number); and

3.3.4 require You to provide Us with Your National Insurance Number (NINO); and

3.3.5 provide evidential proof of your trading and/or residential address.

4. USER PID

4.1 In order to access Potential Customer Information and make a Request for More Information You are required to register with Us. We shall issue You with a PID if You are approved by Us which You must keep in a secure and confidential manner in order to prevent any unauthorised access to Our Services. Should You suspect that Your PID is no longer secure then You must notify Us immediately.

4.2 In order to further secure access to Potential Customers We shall require You to provide Us with a Memorable Answer to a suitable Security Question designed by You which must also be kept by You in a secure and confidential manner in order to prevent unauthorised access to Our Services and under no circumstances and in no manner whatsoever shall You record the answer to the Security Question in a manner that allows it to be discovered by any third party. Should You suspect that Your Memorable Answer is no longer secure then You must notify Us immediately.

4.3 We shall never ask You to supply Your PID or Your Memorable Answer to Us by sending You an email or facsimile message or by calling You by telephone and asking You to provide such information. Your unique user access data is kept in a secure manner at more than one location and is thereby accessible to Us in any event including computer systems failure.

4.4 When You call Us we may ask you to provide Your PID and Memorable Answer which You should supply to Us upon Our request. We shall never ask you to reveal Your full PID or Memorable Answer but rather We shall request that You give Us specific characters that comprise Your PID and Memorable Answer.

For example: We may ask you for the fifth character in your PID and the third and sixth character in Your Memorable Answer. We shall never ask you for the same combination of characters twice insofar as that is possible.

4.4 You agree to indemnify Us against and for Us to hold You liable for any and all losses We may suffer as a result of any third party using Your PID and Your Memorable Answer.

4.5 We reserve the right to suspend or terminate the provision of Our Services for any reason.

4.6 Upon termination of this Agreement or withdrawal of Our Services for whatever reason neither Party shall be entitled to compensation solely by reason of such termination and/or withdrawal.

5. THE BIDDING PROCESS

The User agrees to carefully follow the steps described in each Sub Clause of this Clause 5 in order to comply with the Terms.

5.1 The User shall only access Potential Customer Requirements through the web page on Our Website indicated to the User by Us ("the URL") and through no other url nor by any other means including but not limited to using someone else's PID or hacking.

5.2 The URL will enable the User to access the most recent Potential Customer Requirements We have received.

5.3 The User may select up to the maximum number of Requests for More Information allowed and then click on the link provided in order to access the dedicated web form for making Requests for More Information. The User's Request for More Information together with the provision of Our Services shall be deemed by both parties to constitute a binding agreement between the User and Us in respect of any and all future dealings that the User may have with the Potential Customer whose details have been requested.

5.4 The number of Requests for More Information a User can make is set by Us by Our taking into account all relevant information provided to Us by the User together with any other relevant information We have gleaned in connection with the User's capacity for work.

5.4.1 The number of Requests for More Information any User can make is initially limited to one such request and upon successful completion may be increased by Us at Our sole discretion.

5.5 Once the User has selected potential work which is within the User's scope and has completed the web form making a Request for More Information, the User shall then call the non-public number notified from time to time to the User and after We have verified the User's identity We shall at Our sole discretion either call the User back email the User or send an SMS to the User's mobile phone in order to release the Potential Customer Information requested by the User.

5.6 We reserve the right to monitor the User's use of any and all Potential Customer Information and the User agrees to supply Us with and not withhold any information requested by Us in order to facilitate Our monitoring of the User's use of Potential Customer Information.

5.7 After receiving the Potential Customer Information the User shall in a timely manner and without delay telephone the Potential Customer using the telephone number(s) given in the Potential Customer Information received from Us by the User and shall either:

(i) gather sufficient information from the Potential Customer by telephone in order to generate an informed and accurate Working Quotation; or

(ii) arrange to meet the Potential Customer at a location indicated to the User by the Potential Customer in order to gather sufficient information in order to be able to generate an informed and accurate Working Quotation for carrying out the Potential Customer Requirement, whether this is achieved by carrying out a survey or discussing the Potential Customer Requirement face to face with the Potential Customer; or

(iii) use any other means not already mentioned in Sub Clauses 5.7 (i) and 5.7 (ii) available to the User and/or requested by the Potential Customer including but not limited to the use of photography video recording taking notes employing surveying techniques plan take-off in order to be able to generate an informed and accurate Working Quotation.

5.8 The User shall use the information gathered by the means given in Clause 5.7 to generate a personalised informed and accurate Working Quotation and shall send a copy of the same to Us in a timely manner and without delay in a format acceptable* for Our approval and shall under no circumstances generate a Final Quotation and send it to a Potential Customer without first having the Working Quotation pertaining to each and every Potential Customer approved by Us.

5.8.1 The Working Quotation shall include ALL of the following information:

(i) the User's trading name, or the User's personal name (if a sole tradesman) together with the telephone number(s) and address(s) which the User employed in all communications with the Potential Customer; and

(ii) the Potential Customer Information together with any amendments; and

(iii) the location(s) where the Potential Customer Requirement is required to be carried out; and

(iv) the invoice address where bills and correspondence are to be sent to the Potential Customer (if different from the address in the Potential Customer Information); and

(v) the Bill of Quantities; and

(vi) the Materials Supply List; and

(vii) a copy of all drawings, materials, and information supplied by the Potential Customer to the User in order to obtain a quotation; and

(viii) a copy of all photographic material, notes, drawings, calculations and other methods from which the User has derived the Working Quotation; and

(ix) the amount of the profit the User would like to obtain for carrying out the Potential Customer Requirement; and

(x) details of the deposit required and/or stages and amounts by which the User requires payment(s) to be made by the Potential Customer; and

(xi) the projected start date and also the estimated date of completion or date of completion (if the Potential Customer has requested such a date to be supplied); and

(xii) the amount of Our Commission that will become due to Us if the Final Quotation is accepted by the Potential Customer.

5.9 The User agrees to include Our Commission in the first part payment stage payment or deposit receivable by the User from the Potential Customer and agrees to pay Our Commission without delay before any work or service provision commences (in which case a lower rate of Commission shall apply) or without delay after sufficient funds are received from a Client by the User (in which case a higher rate of Commission shall apply).

* ACCEPTABLE FORMATS

The User's Working Quotation shall *preferably* be sent to Us in the form of an Excel™ Spreadsheet, although We will accept documents in Word™ (*.doc) format, Rich Text Format RTF (*.rtf), Plain Text Format (*.txt) or HTML (*.htm, *.html, *.mht, *.mhtml, *.xml).

A scanned document is not acceptable, neither is a Working Quotation written by hand.

NOTE: We can accept certain files created using <<Easy Price Pro™>> estimating software. You should contact Us first in order to determine whether Your files are compatible with our software.

IMPORTANT: Documents sent to us should NOT be locked in a manner that does not allow the copying of text, printing the text, and making changes.

5.10 After receiving the Working Quotation, We shall check it against building and construction industry regionally adjusted averages for acceptable labour and material costs, expenses, and profit margins.

5.11 If in Our sole opinion We deem that Your Working Quotation is unfair or uncompetitive and thereby stands little or no chance of succeeding, We shall contact You to discuss the reasons why We think so and attempt to reach an equitable compromise in discussion with You. In particular, We may need to draw Your attention to one or more of the following:

(i) unacceptably high profit expectations;

(ii) above average labour rates* or below average labour rates**;

(iii) unacceptably high material costs* - in which case We shall suggest alternative suppliers who can provide the User with the same materials at a lower cost;

(iv) unusually high expenses;

(v) errors in Your calculations;

(vi) unacceptably high plant or specialist tool hire costs - in which case We shall suggest alternative suppliers who can provide the User with rental and/or leasing services at lower rates;

(vii) unfair or prejudicial trading terms;

(viii) unduly large 1st stage payment or deposit requirement;

(vii) positive suggestions to facilitate the User in presenting Working Quotations to Us in a more user-friendly fashion on future occasions.

*The data we use to determine whether your Working Quotation is competitive (and therefore likely to succeed) is available to Us through specialist software which provides the latest geographically sourced average labour rates and material costs from a number of local sources and is constantly updated. We also carry out Our own independent surveys from time to time, particularly in relation to skilled labour costs.

**Under no circumstances can We accept labour rates that fall below the National Minimum Wage.

5.11.1 In order that We can analyse the User's Working Quotation, it is IMPORTANT that the User does not attempt to hide profits in the cost of labour, materials, or expenses, although such methods of hiding profits are permitted in the Final Quotation. It is of the essence of these Terms that the User's Working Quotation is *realistic* and *competitive* in order that the User succeeds in getting the Final Quotation accepted by Potential Customers in the majority of cases. We are here to help ensure that this is the case and any amendments to the Working Quotation that We require the User to make shall therefore be regarded by the User as being in the interest of both Parties and the User agrees to make any and all such reasonable changes required by Us and to reflect such changes in the Final Quotation.

5.12 After reviewing the Working Quotation, We may require the User to make certain changes in order that the Final Quotation has a high likelihood of being accepted by the Potential Customer and the User agrees to make any reasonable changes We may require and further agrees to send an amended Working Quotation with all the changes required by Us to Us without delay for Our approval.

5.13 Once the User's Working Quotation or the User's amended Working Quotation (as required under Sub Clauses 5.12 and 5.13) has been approved by Us, the User shall without delay generate a Final Quotation and without delay send it by email* if possible in an acceptable format to:

(i) Us for Our records; and

(ii) to the Potential Customer.

* If the User sends a copy of the Final Quotation to Us and the Potential Customer by email the User shall do so in Adobe PDF format unless the Potential Customer expressly informs the User that the final Quotation may be sent in another format.

OUR COMMISSION RATES

5.14 Once a Final Quotation has been accepted by a Potential Customer the User has two options available to pay Our Commission. The option chosen will affect the rate of Commission payable to Us by the User:

PAYMENT OPTION 1 (Lower Rate)

(a) The payment of Our Commission being made to Us BEFORE any works or the provision of any services to the Client begin (other than initial surveys), in which case a substantial discount shall apply; or

PAYMENT OPTION 2 (Higher Rate)

(b) The payment of Our Commission being made to Us by the User after the provision of any services has already begun and as soon as sufficient funds have been received from the Client by the User, and before the end of the provision of services to the Customer, in which case a higher rate of Commission shall apply.

5.15 The User agrees to pay Us Our Commission in the timely manner determined by the option selected by the User from the options available in Clause 5.14 using the Commission Payment Method and the amount of Commission payable shall be calculated by the User according to Schedule 1 of these Terms.

5.16 In the eventuality that the Commission stated in the Working Quotation is not correct the User will be asked by Us to amend the Working Quotation and agrees to amend the Commission on the Working Quotation and resubmit the amended Working Quotation to Us for Our approval before sending the Final Quotation which shall reflect any changes deemed necessary by Us.

5.17 Once the Potential Customer has accepted the Final Quotation, the User and the Client are contractually bound and the User may begin providing its services to the Client.

5.18 The User must tell Us immediately and without delay if any Potential Customer has not accepted a Final Quotation and in such case We reserve the right and the User grants to Us the right to contact the Potential Customer for the purpose of re-negotiating the User's Final Quotation which may necessitate re-negotiating any or all of the following factors:

(i) the costs given in the Final Quotation;

(ii) the User's terms and/or conditions given in the Final Quotation;

(iii) payment schedule;

(iv) amount of initial deposit;

(iii) the completion date;

(iii) matters in connection with materials to be supplied including but not limited to material costs, material quantities, material quality specifications, brand, method of delivery, and manner of payment.

5.19 In the event that, having explored all avenues available to Us, Our three-way negotiations fail (Our role being to act as the facilitator and/or arbiter between the Potential Customer and the User), we reserve the right to introduce another User to the Potential Customer.

5.20 Any failure on the part of the User to inform Us that any Final Quotation has been rejected by any Potential Customer will result in the withdrawal of Our Service and render the User liable to compensate Us for any loss of profits We would have reasonably expected to obtain had We been informed by the User that the User's Final Quotation had been rejected.

6. PROFESSIONALISM, CUSTOMER FEEDBACK

6.1 We reserve the right to monitor User performance by contacting any Potential Customer or Client at any time to obtain feedback relating to the performance of the User.

6.2 The User agrees that at all times whilst carrying out any initial surveys for a Potential Customer and whilst carrying out any work or providing any services to any Client the User shall:

6.2.1 use His/Its best endeavours to work diligently and perform His/Its obligations exercising due care; and

6.2.2 ensure that His/Its staff always maintain a reasonably smart appearance and courteous manner with all Potential Customers and Clients; and

6.2.3 in all ways act in such lawful and proper manner as is most beneficial to both Parties interests; and

6.2.4 not engage nor compete with Us either directly or indirectly as principal, agent, employee, or otherwise, by circumventing the Terms, whether alone, in conjunction with any other person or entity or by supplying Potential Customer Information to any third party; and

6.2.5 provide Us with full details of any and all enquiries received requesting surveys quotations estimates and/or the provision of services from any person or other entity referred by any Potential Customer and/or Client and shall not enter into any agreements with any Potential Customer or Client or any party referred by any Potential Customer or Client without first informing Us and seeking approval and upon receiving Our subsequent approval to proceed, which shall not be unreasonably withheld, the User shall strictly follow the Bidding Process as described herein. Failure in this respect shall render the User liable to pay to Us the Commission that We would otherwise have obtained had the User not breached this Clause 6.2.5 and in such eventuality We may terminate the User's access to Our Services with immediate effect and without giving notice without prejudice to any other action We may deem necessary in order to secure Our lost Commission; and

6.2.6 will not make any representations or give any warranties promises or guarantees on Our behalf nor bind Us in any other manner or form; and

6.2.7 will not incur any liability on Our behalf or in any way pledge or purport to pledge Our credit; and

6.2.8 will indemnify and keep Us indemnified against all actions claims costs charges expenses liabilities and other imposts made against Us arising out of the User's failure to perform or to perform adequately His/Its obligations detailed herein and His/Its obligations to any Client.

7. OUR LIABILITY

7.1 We offer Our Website to allow Users to offer their services to Potential Customers. We are not involved in any transactions between the User and the Potential Client save in the event that a Final Quotation is rejected by a Potential Customer, in which event We act as facilitators in any further negotiations. We do not check the accuracy of the Potential Customer Requirement and the Potential Customer Information when it is initially received by Us and accept no responsibility or liability for the information provided and therefore cannot guarantee the accuracy of the information supplied.

7.2 It is the User's sole responsibility to check the creditworthiness of any Potential Customer before entering into any agreement or other arrangement to supply services and/or before extending any credit arrangements and the User does so at His/Its own risk and therefore You agree to hold Us harmless and indemnify Us against a Client's failure to pay You and agree that non-payment by any Client shall not entitle You to withhold any Commission payable by You to Us. In this respect, it is in Your interest to secure a deposit from each Customer which includes Our Commission and which, if it is paid before work commences, attracts a substantial discount.

7.3 The User is strongly advised to exercise caution and common sense in entering into agreements and dealings with Potential Clients. By using Our Website, You accept the risks involved and agree that We are not responsible for any losses You may suffer as a result of entering into any agreements or other arrangements with Potential Customers and that You alone will pursue any right, claim or action against any Client independently and without recourse to Us and without any detriment to Us.

7.4 We will not act as a mediator between the User and a Client in the event of a dispute.

7.5 For convenience to Users, We may provide links to third party websites which are not under Our control. These third party websites are purely for information purposes only. We are not responsible nor accept liability for the content of these third party websites nor do We endorse them in any way.

8. RULES GOVERNING THE USE OF OUR WEBSITE AND SERVICES

8.1 You agree that whilst using Our Website You shall not:

8.1.1 use any software or other means by which You can transmit viruses worms trojans or any other such harmful mechanisms and devices intended to cause damage to interfere with interrupt or in any other way adversely affect Our Website or the server on which Our Website is hosted or which may facilitate You in obtaining personal information or data for any purpose(s) other than those allowed within the Terms and according to the Terms;

8.1.2 access password protected or non-publicly accessible areas of Our Website unless You have been accepted as a User and as such have a PID for this purpose. Any such attempt may render You liable for any loss of profits and to prosecution;

8.1.3 gather information available through Our Services in order to personally or through any other party transmit SPAM unless the subjects of such information have expressly given You their consent;

8.1.4 link to Our Website without first obtaining Our permission to do so;

8.1.5 post or otherwise do anything calculated to bring Us into disrepute, in which case We may hold You liable for any damages We may suffer as a result of any such action(s);

8.1.6 register more than once as a User by providing details calculated to deceive Us;

8.1.7 register as a User, either personally or through any third party, if Your access to Our Services has previously been suspended or withdrawn;

8.1.8 misrepresent the relationship You have with Us to any third party;

8.1.9 use any method or means at Your disposal calculated to circumvent the payment of any part or whole of Our Commission including but not limited to:

(a) failing to report any qualitative or quantitative changes and/or additional works requested by any Potential Customer or Client which affects one or more of the following:

(i) the Potential Customer Requirement, (ii) the Bill of Quantities, (iii) the Materials Supply List, (iv) the Total Labour Charge, (iv) the Working Quotation, (v) the Final Quotation

(b) entering into a contract or agreement to supply materials or services to any Potential Customer or Client, whether current or introduced to You in the past, other than by strictly adhering to the Bidding Process;

(c) soliciting the co-operation of another User or any other third party for the purpose of bypassing the Bidding Process;

(d) employing a private or any other type of agreement whether written or oral between You and any Potential Customer or Client with the purpose of defrauding Us, including but not limited to providing an inaccurate or false Total Labour Charge estimate.

8.2 You agree that whilst using the Services and, if the context so admits, after the Services are withdrawn at any time for any reason, You shall:

8.2.1 strictly abide by and adhere to the Bidding Process;

8.2.3 alone use Potential Customer Information only once for the purpose intended;

8.2.4 contact Us giving the reason and obtaining Our written permission beforehand should You wish to contact a Potential Customer or Client again once your initial dealings with a Potential Customer or Client are concluded;

8.2.5 contact Us furnishing Us with the details of any communications You have received from a past Client or Potential Customer which was initiated by the past Client or Potential Customer regardless of whether a Final Quotation was accepted or rejected;

8.2.6 supply Us with a copy of each invoice sent by You to each and every Client;

8.2.7 after fulfilling a Potential Customer Requirement, supply Us with a statement giving details of each and every payment You have received from the Client, including all outstanding amounts.

8.3 We reserve the right and You agree to grant Us the right to audit Your accounts at any time during office hours for any reason, and You agree to provide Us or Our appointed agent(s) with full and unimpeded access to any and all locations where Your accounts, bank statements and copy invoices are kept in order that We may view the said accounts, bank statements and copy invoices in order to verify them against any information You have supplied to Us.

8.4 Any attempt to avoid paying the Commission shall be deemed to be a gross violation of these Terms and will result in Us terminating the Services immediately and without notice without prejudice to any other legal remedies that may be available to Us in Law enabling Us to recover Our Commission.

8.5 It is hereby declared and accepted by the Parties that it is the intention of the Parties that each Party shall be individually responsible for its own Taxes and each Party hereby indemnifies the other in respect of any claims that may be made by any relevant authorities against the other in respect of its Taxes relating to the Services and provision of Services by the User to any Client including, without prejudice to the generality of the foregoing, any penalties and interest or similar imposts which may be levied against the other in pursuance of such payments.

8.6 You agree that where You have breached any of these Terms that:

8.6.1 You will indemnify and hold Us harmless from and against any claim brought by any third party against Us arising from such breach;

8.6.2 We are entitled, at Our sole discretion, to suspend or terminate the provision of Our Services;

8.6.3 We or any third party affected are entitled to commence legal proceedings against You if the need arises including police action if You have deliberately defrauded Us.

9. USER OBLIGATIONS - HEALTH & SAFETY - QUALIFICATIONS & AUTHORISATIONS

9.1 You agree to and warrant that:

9.1.1 the location where You are required to carry out any work by a Client and the manner in which You carry out such work or cause such work to be carried out by others complies fully with all current health and safety regulations and conforms to any standards required by law or statute and You agree to indemnify Us and hold Us harmless at all times against any and all claims that may arise due to Your actions, or Your failure to act or advise others in such regard, as well as indemnifying Us against the consequences of the actions, failure to act or advise in such regard of any and all third parties instructed by You to carry out any work including indemnity against claims arising from the death of any person;

9.1.2 You will check when applicable that the Potential Customer has all the required authorisations and permissions including but not limited to planning permission, and that any building plans and specifications given to You by the Potential Client conform to any building regulations that may apply or may be required by the relevant authorities or by law. Should the Potential Customer not have any of the necessary permissions or authorisations or the plans given to You do not conform to any applicable building regulations or there is some other matter known to You where a requirement is not fulfilled then You must not enter into any agreement or arrangement to provide any services in respect of any such Potential Customer unless You explicitly state that any work affected by any lack of conformity, lack of authorisation or requiring permission cannot be carried out until the Potential Customer obtains such permissions, authorisations and/or conforming plans are available and You MUST include statements to that effect in the Working Quotation You send to Us and the Final Quotation You send to the Potential Customer and Us; and

9.1.3 You will not ask require or allow any employee person subcontractor or contractor (including their subcontractors and employees) to provide any services or perform any work for which they are required in law or by a professional inspectorate or other such body to have specific qualifications or authorisations unless they conform in every respect with all such requirements.

9.2 You must include all overtime rates You intend to pay when calculating the Total Labour Charge.

10. INVOICING

10.1 We shall provide the User with a receipt for the Commission We receive from the User upon such payment being credited to Our bank. We must receive full payment of Our Commission either before the start of any works or as soon as any deposit or first stage payment has been credited to You by the Client.

10.2 You agree that We may send You receipts for payments made by You by email in Adobe PDF format.

10.3 We are entitled to request that the User adds VAT to the amount of Commission due to Us if VAT applies and in such case the User agrees to remit VAT to Us together with Our Commission in one sum. V.A.T. does not currently apply to sums due to Us by way of Our Commission.

10.4 We may change any rates of Commission at any time by contacting the User by phone, post or email given notice of Our intentions to alter the rate(s) of Commission, such change(s) shall become effective three months after alerting the User of any changes or at a later date if specified by Us save that the User may opt to take advantage of any reduction from the date any such changes are announced, all such changes shall be deemed to be a modification of the Terms. Any change(s) in Commission will only affect new Requests for More Information and calculation of Our Commission on and after the applicable date, all existing Requests for More Information and calculations of Our Commission will remain subject to the former Commission rate and shall not affect any work or services currently in progress or at the bidding stage.

11. ACCESS TO POTENTIAL CUSTOMER INFORMATION - CRITERIA - COMMISSION - PENALTIES

11.1 Upon the User requesting Potential Customer Information We shall before deciding whether or not to grant access to such information refer to the results We have obtained when performing a credit check on the User and consult the User Information in order to assess whether or not We deem that the User has the ability to adequately perform the work and/or supply the services required and also whether or not We deem the User has the ability to pay Our Commission in any eventuality and if in Our sole opinion:

11.1.1 the User's credit rating falls below an acceptable level (in relation to the amount of Commission that will become due) We shall require the User to make an advance payment of an amount to be determined by Us before We release the Potential Customer Information to the User; or

11.1.2 We have any doubts whatsoever concerning the User's ability to adequately fulfil the Potential Customer Requirement, We shall give the User Our reasons why We cannot provide the Potential Customer Information.

11.2 In the event that the payment of Our Commission is not made on time, the User shall be liable to pay interest on any Commission outstanding at the rate of eight percent (8%) above the lowest unsecured annual lending rate from time to time of Barclays Bank, such interest accruing from the date payment was due until full payment is received by Us together with all interest accrued without prejudice to any other legal remedies available to Us in order to secure full payment of all amounts due to Us, such interest to be compounded on a daily basis.

11.3 Should Our Commission not be paid to Us when it becomes due, We reserve the right to suspend or terminate Our provision of the Services to the User without giving notice.

11.4 No part of Our Commission will be refundable to the User under any circumstances once any work has commenced or any service(s) have been provided (whether in whole or in part) to a Client save when a Client reduces the amount of work or services required for any reason, other than unsatisfactory performance on the part of the User, in which case the User shall be entitled to a refund directly equating to the difference in labour charges that become applicable.

11.5 Any variation between the actual labour costs incurred or which are likely to be incurred by the User in servicing the Potential Customer Requirement and the Total Labour Charge shall not affect the amount of Commission payable to Us as stated by the User in the Working Quotation or the Working Quotation as amended.

11.5.1 For the avoidance of doubt the User shall be liable for all its own errors and share the benefit from any over-calculation of the Total Labour Charge.

12. AUDIT

12.1 For the period of 6 years after the fulfilment of each and every Potential Customer Requirement, the User will maintain update and keep a complete true and accurate record of all work, services supplied, invoices sent, and monies received from each and every Client, including copies of Working Quotations, Final Quotations, agreements, contracts, warranties, the start date and completion date for providing services and/or carrying out any work, costs, and descriptions of work and/or services performed.

12.2 We shall have the right at Our sole discretion on giving reasonable notice to the User to audit the User's records mentioned in Clause 12.1 during working hours in order to verify that the correct amounts of Commission have been paid to Us and the User agrees to grant unimpeded access to Us to such records.

12.2 Should it be discovered that an underpayment of any Commission has been made to Us by the User, the User will on demand promptly pay the difference together with any interest accrued in accordance with Clause 11.2.

13. BREACH OF THE TERMS AND TERMINATION

13.1 Without limitation to any other remedies that may be available to Us, We reserve the right to withhold suspend or terminate the provision of Our Services with immediate effect and without giving notice where in Our sole opinion or evidenced by fact(s):

13.1.1 the User breaches any of the terms or fails to fulfil any obligations contained in these Terms;

13.1.2 the User's action or inaction creates or risks creating any liability or financial loss for Us;

13.1.3 the User engages in or is linked to any fraudulent activity in connection with the Services or Our Website;

13.1.4 we cannot verify the identity or find any publicly accessible records about the person or corporate entity who has completed the registration form on Our Website;

13.1.5 the User becomes insolvent, goes into liquidation, a bankruptcy order is made against the User or We receive any other evidence of the User's inability to pay debts in a timely fashion;

13.1.6 the User does not pay Our Commission on time;

13.1.7 We receive adverse reports from any Potential Customer or Client about the User;

13.1.8 We discover that the User is unable to provide a reasonably high standard of service and/or workmanship whether acting alone or together with any third party;

13.1.9 We discover that the User is unsuitable or unqualified to provide the services and/or work required as stated in any Potential Customer Requirement in connection with which the User has made a Request for More Information;

13.1.10 the User brings Us into disrepute or makes any defamatory statements about Us either publicly or to any third party.

13.2 Where the provision of Our Services is for any reason withheld suspended or terminated, the User acknowledges and agrees that the User's liability to pay Us any outstanding Commission and any other monies which remaining outstanding shall not end and that the User shall still remain liable for all outstanding amounts and We shall be entitled to demand immediate payment of all sums due to Us and unless paid immediately on demand such sums shall be subject to the provisions in Clause 11.2.

13.3 Upon termination of the provision of Our Services and access to Potential Customer Requirements for whatever reason neither Party shall be entitled to compensation save if the User has created any liability for Us or occasioned any harm to Us or has in any manner acted which has resulted in any financial loss to Us in which event(s) We shall be entitled to be compensated in respect of any such liabilities harm and financial losses by the User.

14. Covenants and Voluntary Undertakings

Both Parties acknowledge that whilst (insofar as it is reasonable) they are entitled to protect their own confidential information, know-how, and business practices, they are not able to restrict the other's future activities to the extent that the other is unable to earn a living.

We have prepared the following restrictions following discussions with other Users in order to arrive at a fair and reasonable set of restrictions.

14.1 The User has read the following restrictions and agrees them to be fair and reasonable.

14.2 The User agrees to treat as secret and confidential and not at any time or for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to Our Services, contracts, agreements, know-how, marketing methods, business affairs, finances, or any such information relating to a holding company, Potential Customer, Client, other User(s) or employee(s) of Ours where such knowledge or details of such information was obtained during the period of this Agreement and upon its termination for whatever reason.

14.3 The User shall not at any time after the termination of this Agreement howsoever terminated represent Itself/Himself as being in any way or having been in any way connected with or interested in Our business.

14.4 The User covenants and undertakes with Us that He/It will not either on its own account or in conjunction with or on behalf of any person firm or company directly or indirectly whether as principal, shareholder, employee, employer, partner, agent, or otherwise in any individual, fiduciary or representative capacity for the period ending two years after the termination of this Agreement, howsoever terminated, solicit, entice, approach, divert or interfere or assist any other person firm or company in soliciting, enticing, approaching, diverting, or interfering with any of the Company's employees, subcontractors, agents, Potential Customers, Clients, and other Users, whether or not such person firm or company would thereby commit a breach of any contract or agreement.

In its turn, the User has prepared the following restrictions following discussions with Us in order to arrive at a fair and reasonable set of restrictions.

14.5 We confirm that We have carefully read the following restrictions and agree them to be fair and reasonable.

14.6 We agree to treat as secret and confidential and not at any time or for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the User's services, pricing methods, contracts, agreements, know-how, marketing methods, business affairs, finances or any such information relating to any agent, subcontractor or employee of the User or otherwise where such knowledge or details of such information was received from the User during the period of this Agreement and upon termination of this Agreement for whatever reason.

14.7 We covenant and undertake with the User that We will not either on Our own account or in conjunction with or on behalf of any person firm or company directly or indirectly whether as principal, shareholder, employee, employer, partner, agent, agency or otherwise in any individual, fiduciary or representative capacity for the period ending two years after the termination of this Agreement solicit, entice, approach, divert or interfere or assist any other person firm or company in soliciting, enticing, approaching, diverting, or interfering with any of the User's employees, agents, or subcontractors whether or not such person firm or company would thereby commit a breach of any contract or agreement.

15. TECHNICAL WEBSITE ISSUES

15.1 This Website is provided "as is" and "as available". We do not guarantee that Our Website is free of errors and interruptions of service due to down server time and maintenance.

16. INDEMNITY

16.1 The User agrees to indemnify Us and hold Us harmless from and against all losses, costs (including reasonable legal fees), expenses, damages arising from any claims or demands made by any third party (including all Potential Customers and Clients) due to or arising from any breach by You of these Terms and/or Your failure in any respect to provide any services or work to a Client in a timely, efficient and safe manner or Your violation of any law or third party rights.

16.2 We reserve the right to report any illegal activity You may engage in to any relevant authority.

17. LIMITATION OF LIABILITY - FORCE MAJEURE

17.1 We shall not be liable to compensate You for any direct indirect or consequential losses costs expenses damages whether material or otherwise which may result from the introduction of a Potential Customer to You or Our failure to introduce any Potential Customer to You. For the avoidance of doubt We do not exclude liability for death or personal injury arising out of Our own negligence.

17.2 Neither Party shall be liable to the other for any delay or failure in carrying out its obligations hereunder which is caused wholly or partly by reason of an act of God delay in transportation fire flood war accident government action compliance with any request or application from or requirement of any Government authority whether or not having the force of law.

18. DATA PROTECTION

18.1 When You register through Our Website We collect certain personal data from You.

18.2 In order to provide Our Service to You We will need to communicate with You and by registering You acknowledge and grant Us the right of communicating with You for that purpose.

18.3 Under no circumstances will Your User Information be shared with any third party save if we are the subject of a takeover management buyout or sell the company in which case although Your User Information will be accessible by the new owner(s) or shared owner(s) and such transfer of information shall be subject to the same protection afforded You by Us.

19. USE OF PRIVILEGED INFORMATION SUPPLIED BY US TO YOU - COMMUNICATION

19.1 As an approved bona-fide User:

19.1.1 You may use the Potential Customer Information provided by Us to contact the Potential Customer to which such information pertains solely for the purpose of providing a quotation and for servicing the Potential Customer Requirement and for no other purpose whatsoever;

19.1.2 You must reply to all requests sent by Us by email or made to You by telephone in connection with Potential Customers and Clients;

19.1.3 You may not collect Potential Customer Information for the purpose of selling, licensing, or supplying it to any third party and in this regard all Potential Customer Information revealed by Us to You shall remain Our property at all times including where a Potential Customer has become a Client;

19.1.4 You agree to use every means at Your disposal to prevent third parties from obtaining Potential Customer Information in Your possession;

19.1.5 You must not reveal give lend share or assign Your PID to any third party under any circumstances nor at any time;

19.1.6 You must at all times and in all respects comply with the Data Protection Act 1998 including any amendments from time to time.

20. GENERAL

20.1 You may not assign or in any other way deal with all or any part of the rights and benefits available to You under these Terms.

20.2 Any notice in writing required in these Terms shall be deemed delivered 72 hours after posting such written notice to the last address each Party has given to the other and dated proof of posting shall be deemed as absolute and conclusive proof.

20.3 Nothing contained in these Terms is intended to create a joint venture, partnership, or other legal relationship of any kind nor authorises either Party to act as agent or representative on behalf of the other Party.

21. JURISDICTION

21.1 Any matters and disputes arising from or in connection with these Terms and the legal relationship(s) created between the Parties by these Terms, shall be construed and interpreted in accordance with the Definitions set out in Clause 1 as further interpreted under the laws currently operating in England & Wales and each Party irrevocably agrees to subject Itself to the sole and exclusive jurisdiction of the English courts if any matter or dispute arises therefrom.

21.2 The Parties agree that in the event that the parties cannot agree on the meaning and/or implication of any word, sentence, paragraph, clause, or Sub Clause in these Terms because of its/their ambiguity, the meaning and/or implication of the said word, sentence, paragraph, Clause, or Sub Clause shall be construed as that meaning which would be assigned to the word, sentence, paragraph, Clause, or Sub Clause by a person having no special knowledge but having a reasonable command of the English language.

22. EXPENSES

Both Parties will be responsible for all of their own costs and expenses. Neither We nor the User will use each other's name or logo for advertising or marketing purposes without the express permission of the other Party.

23. OTHER

23.1 These Terms embody the entire understanding between the Parties and there are no promises terms conditions or obligations oral written expressed or implied other than those contained in these Terms.

23.2 Unless otherwise agreed in writing by of Us these Terms shall prevail over any other terms or conditions put forward by Us whether verbally or in writing.

23.3 No variation or alteration of these Terms shall be valid unless approved by Us in writing.

23.4 No delay failure or partial failure by Us to exercise any remedy or enforce any right available to Us under these Terms shall be construed as a waiver of that right or remedy or of any other right or remedy.

23.5 The waiver by Us of any breach of any Term or any delay or failure by Us to exercise any right or remedy available to Us under these Terms shall not prevent the subsequent enforcement of that Term right or remedy. All such rights and remedies are several and cumulative and not exclusive of each other.

23.6 The complete or partial invalidity or unenforceability of any term condition obligation restriction responsibility right or remedy set out in these Terms deemed so by any court or administrative body of competent jurisdiction shall in no way affect the validity or enforceability thereof for any other purpose or nor the validity and/or enforceability of any of the other term(s) condition(s) obligation(s) restriction(s) responsibility/ies right(s) and remedy/ies set out in these Terms.

As Witness the hands of the parties hereto:

Signed _____ Date: _____ 2008

for and on behalf of Polman

Name: Peter Levchenko

Address: Kitchiner House, 15 Warwick Road, West Drayton, Middlesex, England. UB7 9BS

Signed _____ Date: _____ 2008
by the User

Name: _____
PRINT IN CAPITALS

Address: _____

_____ Post Code: _____

SCHEDULE 1

Schedule of Commission Rates

Our Commission rates if paid before the commencement of any work or provision of any service required by the Client:

The Lower Percentage Rate shall be applicable when the Total Labour Charge is less than or equal to GBP£5,000 (Five Thousand Pounds) in which case the Lower Percentage Rate of 10% (Ten Percent) shall apply; or

The Intermediate Percentage Rate shall be applicable when the Total Labour Charge is more than GBP£5,000 (Five Thousand Pounds) and less than or equal to GBP£10,000 (Ten Thousand Pounds) in which case an Intermediate Percentage Rate of 9% (Nine Percent) shall apply; or

The Higher Percentage Rate shall be applicable when the Total Labour Charge is more than GBP£10,000 (Ten Thousand Pounds) in which case an Higher Percentage Rate of 8% (Eight Percent) shall apply.

Our Commission rates if paid after the commencement of any work or provision of any service required by the Client:

The Lower Percentage Rate Plus shall be applicable when the Total Labour Charge is less than or equal to GBP£5,000 (Five Thousand Pounds) in which case the Lower Percentage Rate Plus of 15% (Fifteen Percent) shall apply; or

The Intermediate Percentage Rate Plus shall be applicable when the Total Labour Charge is more than GBP£5,000 (Five Thousand Pounds) and less than or equal to GBP£10,000 (Ten Thousand Pounds) in which case an Intermediate Percentage Rate Plus of 14% (Fourteen Percent) shall apply; or

The Higher Percentage Rate Plus shall be applicable when the Total Labour Charge is more than GBP£10,000 (Ten Thousand Pounds) in which case an Higher Percentage Rate Plus of 13% (Thirteen Percent) shall apply.

All referred business will be calculated at 50% (Fifty Percent) of the above rates.

As Witness the hands of the parties hereto:

Signed _____ Date: _____ 2008

for and on behalf of Polman

Name: Mr. Peter Levchenko

Address: Kitchiner House, 15 Warwick Road, West Drayton, Middlesex., England. UB7 9BS

Signed _____ Date: _____ 2008
by the User

Name: _____
PRINT IN CAPITALS

Address: _____

_____ Post Code: _____