



SCOPE Development Solutions Ltd (t/a Scope Pro)

**TERMS AND CONDITIONS FOR THE SUPPLY OF
SERVICES**

Last revision: 12/09/2019

PARTIES TO THE AGREEMENT

These Conditions, together with any and all other documents referred to herein, set out the terms on which we provide our Services to registered account holders through this Website. Please read these Conditions carefully and ensure that you understand them before purchasing any Services from us. You will be required to accept these Conditions when purchasing Services. If you do not agree to comply with and be bound by these Conditions, you will not be able to purchase the Services. Use of our Website is subject to our [Website Terms of Use](#). Please ensure that you have read them carefully and that you understand them.

The Website is owned and operated by SCOPE Development Solutions Ltd (t/a Scope, Registered Number 11667631, (the “**Platform**”) whose registered office is at 32 Hainton Close, London, United Kingdom, E1 2QZ.

All personal information that we may collect from you will be collected, used and held in accordance with our [Privacy Policy](#) and your rights under data protection legislation.

AGREED TERMS

1. Interpretation

1.1. **Definitions.** In these Conditions, the following definitions apply:

- 1.1.1. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.1.2. **Charges:** the charges payable by the Client for the supply of the Services purchased via our Website in accordance with clause 6 (“Charges and Payment”) below.
- 1.1.3. **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with the Conditions.
- 1.1.4. **Contract:** the agreement and contract between the Platform and the Client for the supply of Services in accordance with these Conditions and any other terms referred to herein.

- 1.1.5. **Client** : the person or firm who purchases Services from the Platform.
 - 1.1.6. **Tenderer**: individual professionals or entities operating within the construction industry who respond to tenders via the Platform.
 - 1.1.7. **Intellectual Property Rights**: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 1.1.8. **Order**: the Client's order for Services as set out on a purchase order form; written or electronic acceptance of the Seller's price, estimate or quotation; or otherwise, as the case may be.
 - 1.1.9. **Services**: the use of the Platform for the procurement of professional services in the construction industry (including responses to tenders as directed by the Client) in accordance with the Order.
 - 1.1.10. **Platform** : SCOPE Development Solutions Ltd (t/a Scope Pro) registered in England and Wales with company number 11667631 and with a registered office address at 32 Hainton Close, London, United Kingdom, E1 2QZ.
 - 1.1.11. **Website**: the website at www.scope-pro.net
- 1.2. **Construction**. In these Conditions, the following rules apply:
- 1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 1.2.2. a reference to a party includes its personal representatives, successors and permitted assigns;
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;
- 1.2.4. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.5. any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6. a reference to **writing** or **written** includes faxes and e-mails.

2. AGE RESTRICTIONS AND Basis of contract

- 2.1. Clients may only purchase Services through the Website if they are at least 18 years of age. If Clients purchasing Services through the Website are 16-17 years of age, explicit parental/guardian consent is required for them to avail of such Services.
- 2.2. The Website will guide the Client through the Order process. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.3. The Order shall only be deemed to be accepted when the Platform issues an email confirmation of the Order (following verification by the Platform of the Client's email address, such confirmation to generally occur within 24 hours), at which point and on which date the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Platform which is not set out in the Contract.

- 2.5. Any samples, drawings, descriptive matter or advertising issued by the Platform, and any descriptions or illustrations contained in the Platform's promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7. The Platform connects and matches Tenderers with Clients. Consequently, the Platform only acts as an intermediary between the Tenderer and the Client and does not provide any services outside of that scope. For the avoidance of doubt, the Platform is not a party or subject to any contract formed subsequently between the Tenderer and Client.

3. Supply of Services

- 3.1. The Platform shall supply the Services to the Client in accordance with the Order in all material respects.
- 3.2. The Platform shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence.
- 3.3. The Platform shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Platform shall notify the Client in any such event.
- 3.4. The Platform warrants to the Client that the Services will be provided using reasonable care and skill.

4. Client's obligations

- 4.1. The Client shall:
 - 4.1.1. ensure that the terms of the Order and any information it provides in the Order are complete and accurate;

- 4.1.2. co-operate with the Platform in all matters relating to the Services;
 - 4.1.3. use their best endeavours to verify uploaded material to the Site to prevent viruses, trojans, worms or other material which is malicious or technologically harmful;
 - 4.1.4. keep an updated web browser that is supported by the Site to enable navigation;
 - 4.1.5. provide the Platform with such information and materials as the Platform may reasonably require in order to supply the Services, and ensure that such information is accurate and kept up-to-date in all material respects;
 - 4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - 4.1.7. as appropriate, keep and maintain all materials, equipment, documents and other property of the Platform ("**Platform Materials**") at the Client's premises in safe custody at its own risk, maintain the Platform Materials in good condition until returned to the Platform, and not dispose of or use the Platform Materials other than in accordance with the Platform's written instructions or authorisation and
 - 4.1.8. be prevented from using the Platform if you are found to be creating false tenders or submitting false proposals.
- 4.2. If the Platform's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- 4.2.1. the Platform shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Platform's performance of any of its obligations;

- 4.2.2. the Platform shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Platform's failure or delay to perform any of its obligations as set out in this clause; and
- 4.2.3. the Client shall reimburse the Platform on written demand for any costs or losses sustained or incurred by the Platform arising directly or indirectly from the Client Default.
- 4.3. The Client may also act in the capacity of a Tenderer.
- 4.4. The Client may make changes to the tender once published via the Platform.

5. Tenderer's terms

- 5.1 A Tenderer can respond to a tender that is posted on the Platform by a Client free of charge by submitting a proposal if the Tenderer is a registered user on the Website.
- 5.2 If the Client makes changes to the tender once the Tenderer has submitted a proposal via the Platform, the Tenderer is able to re-submit their proposal following such modification by the Client.
- 5.3 The Tenderer will be informed via email if their submitted proposal in response to the tender published via the Platform by the Client has been successful or not.
- 5.4 As a Tenderer, you acknowledge that you are part of a separate contract with the Client and this contract is a binding agreement. The Client does not act on behalf of the Platform.
- 5.5 The Platform will not be held liable for any loss or liability suffered by you as a Tenderer due to the acts or omissions of the Client.
- 5.6 The Tenderer shall wholly and exclusively comply with the Client's terms.

6. Charges and payment

- 6.1. The Charges payable by the Client to the Platform will be in the form of tender credits, the fee for which is listed on the Website from time to time or as otherwise agreed. Each credit entitles the Client to publish a tender via the Platform where Tenderers are able to submit a proposal in response to the tender.
- 6.2. The Charges for the Services shall be as set out in the Order or, if no price is quoted, the price set out on the Website at the time the Order is placed. If there are any discrepancies between prices published on the Website and prices appearing in an Order, the prices in the Order shall prevail.
- 6.3. The Charges shall be payable in full in cleared funds upon placement of an Order. Payment shall be made via credit card or bank transfer to the bank account nominated by the Platform. Time of payment is of the essence.
- 6.4. Unless otherwise stated, the price of the Services will be exclusive of amounts in respect of value added tax ("VAT"). Where exclusive of VAT, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.
- 6.5. In the event of (a) Credit(s) purchased by the Client where no response is received to the published tender by the deadline proposed, the Client may reuse such Credit(s) to publish the tender again. The Charges payable for such Credit(s) will not be refunded.
- 6.6. If the Client fails to make any payment due to the Platform under the Contract by the due date for payment, then the Platform reserves the right to suspend the Services and terminate the Contract and the Client shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 6.7. The Platform reserves the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that a Client has already purchased but will apply to any future Orders.

- 6.8. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Platform may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Platform to the Client.

7. Intellectual property rights

- 7.1. All Intellectual Property Rights in or arising out of or in connection with the Website and the Services shall be owned by the Platform or its licensors. The Platform shall assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988. Throughout the term of the Contract, the Platform shall be automatically deemed to a limited, royalty-free, non-exclusive, non-sublicensable, non-transferable licence of any and all such rights to the Customer solely to the extent necessary to use the Services.
- 7.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Platform obtaining a written licence from the relevant licensor on such terms as will entitle the Platform to license such rights to the Client.
- 7.3. All Platform Materials are the exclusive property of the Platform, or its licensors (as the case may be).

8. Confidentiality

- 8.1. Each party ('receiving party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party, its business, its products and services which the receiving party may obtain or which is disclosed to that party by the disclosing party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). The Platform shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract. The restrictions in this clause shall not apply to any information which is or becomes publicly available otherwise than through a breach of these Conditions, is already or rightly comes into the receiving party's possession without an accompanying obligation of confidence, or which is independently developed by the receiving company.

9. Limitation of liability and indemnity

- 9.1. Nothing in these Conditions shall limit or exclude the Platform's (or its employees', agents' or subcontractors') liability for:
- 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 9.2. Subject to the aforesaid:
- 9.2.1. the Platform shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence),

breach of statutory duty or otherwise, for any loss (whether direct or indirect) of actual or anticipated income, savings or profits, contracts, business, business opportunities, revenue, turnover, savings, goodwill, reputation loss or corruption of data or information, or wasted expenditure, or for any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2. the Platform's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the Charges paid by the Client to the Platform in the 6-month period prior to the claim.

9.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4. The Client shall indemnify the Platform against any costs, liability, damages, loss, expenses, claims or proceedings arising from loss or damage (including that belonging to any third parties appointed by the Platform) caused by any breach of these Conditions or any other liabilities arising out of the use of the Website or the Services by the Client or its agents or employees.

9.5. This clause shall survive termination of the Contract.

10. Termination

10.1. If the Client wishes to exercise this right to cancel, it may inform the Platform of its cancellation in any way it wishes at the following contact details: by phone at 07843 842745, by email at info@scope-pro.net and in writing at 32 Hainton Close, London, United Kingdom, E1 2QZ.

10.2. In the event of cancellation, the Charges payable for any Credit(s) will not be refunded.

10.3. The Client may end the Contract at any time if the Platform has informed it of a forthcoming change to its Services, or to these Conditions that the Client does not agree to. The Client also has a legal right to end the Contract at any time if the Platform is in breach of it.

- 10.4. Without limiting its other rights or remedies, the Platform may terminate the Contract at any time by giving the Client notice in writing. Termination will occur immediately upon receipt of written notice.
- 10.5. The Platform may suspend provision of the Services under the Contract or any other contract between the Client and the Platform if the Client fails to pay any amount due under this Contract on the due date for payment or the Platform believes that the Client may be unable to pay its debts as and when they fall due, or if the Client stops carrying on business or threatens to do so.
- 10.6. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

11. Consequences of termination

- 11.1. On termination of the Contract for any reason:
 - 11.1.1. the Client shall immediately pay to the Platform any outstanding Charges and interest due;
 - 11.1.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination or expiry; and
 - 11.1.3. clauses which expressly or by implication survive termination shall continue in full force and effect.

12. Force majeure

- 12.1. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Platform including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Platform or any other party), failure of a utility service or transport network, act of God, war, riot, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 12.2. The Platform shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3. If the Force Majeure Event prevents the Platform from providing any of the Services for more than 60 days, the Platform shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

13. General

13.1. Assignment and other dealings.

- 13.1.1. The Platform may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 13.1.2. The Client shall not, without the prior written consent of the Platform, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

13.2. Notices.

- 13.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 13.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13 ("Notices"); if sent by pre-paid first class

post or other next working day delivery service, at 12.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

- 13.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3. Severance

- 13.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 13.3.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 13.4. **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.5. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 13.6. **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7. **Variation.** The Platform may revise these Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If the Platform changes these Conditions as they relate to the Client's Services, it will give the Client reasonable advance notice of the changes and provide details of how to cancel if the Client is not happy with them.
- 13.8. **Governing law.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 13.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).