

THIS AGREEMENT sets out the terms and conditions in relation to your registration with us, the services we will provide and the terms on which both subcontractors and customers can use our website.

Please read these terms carefully before you start to use the Website or register with us. By registering with us you indicate that you have read, understood and accept these terms, the Terms of Use [<https://GWKS.TempTask.co.uk/terms>], our Privacy and Cookies Policy [<https://GWKS.TempTask.co.uk/privacy>] (Our Policies) and that you agree to be bound, without limitation or qualification to all of those terms.

BACKGROUND

- A. We provide an online platform to introduce suppliers of services (Subcontractors) with potential Customers who require Bulk Earthworks, Groundworks, Drainage, Ducting and Services Installation, Insitu Concrete Structures and Foundations, Hard Landscaping & Soft Landscaping and Surfacing works (Tasks).
- B. At no time will a contract come into existence as between us and Customers. Any contract formed with the Subcontractor will be solely between a Customer and the Subcontractor.
- C. You must be over the age of 18 to register with us and be resident in the United Kingdom.
- D. As a Subcontractor, you confirm and warrant that you are acting as a trader i.e. that you are acting in the course of a business, trade or profession.
- E. As a Customer, you warrant that you are acting in the course of a business trade or profession. Unfortunately, consumers cannot register to use our Website. You accept that we will use the information that you submit to us to introduce you to Subcontractors

1 Definitions and interpretation

In this Agreement, unless the context requires otherwise:

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Commencement Date means the date you request to register with us;

Customer means the individual, firm or company wishing to place Tasks on the Site

Fees means the amount payable by a Subcontractor to be introduced to a Customer as may be amended from time to time;

Force Majeure means an event or sequence of events beyond reasonable control preventing you or us delaying from performing any obligations under this Agreement;

Good Practice means, in relation to the services and or goods provided, that the Subcontractor will comply with all applicable laws in relation to the supply of services;

Intellectual Property Rights means copyright, rights in confidential information, trademarks, trade names and all similar rights of whatever nature and, in each case: (i) whether registered or not, and (ii) whether vested, contingent or future and (v) wherever existing;

Platform means the services provided using this Website;

Profile means the details of the Subcontractor on our Website in respect of the services provided;

Registration means your registration with us to allow you to access the Platform provided by us;

Site means the use of this site by Subcontractors or Customers;

Services means the services we provide in respect of the Platform;

Subcontractor means the person or company placing Profiles on our Website and who will be able to obtain Customer information from us for a Fee, and includes all employees and agents;

Task means the information submitted to the Platform by a Customer setting out the works required by the Customer;

Term means the duration of this agreement;

VAT means value added tax, as defined by the Value Added Tax Act 1994.

We/Us/Our means TempTask Limited, a company registered in the United Kingdom whose registration number is 07643886. Our registered office is 22 Harvest Close, Bromsgrove B60 3QS. You can contact us at enquiries@TempTask.co.uk or by completing our online contact form at <https://GWKS.TempTask.co.uk/contactus.aspx>

Website means www.GWKS.TempTask.co.uk

You/Your means the Customer or the Subcontractor, as the context permits.

2. About this Website

2.1 You can register to use our Website free of charge, but Subcontractors will have to pay a Fee to us to obtain contact information for Customers who submit Tasks on the Platform.

2.2 By registering to use the Website you can submit Task information to us via our online process. We will then match your project requirements against our registered panel of Subcontractors and invite those with the matched delivery capability to tender for your individual work packages (Tasks).

2.3 Detailed Subcontractor Profiles are available to view for each Task-matched Subcontractor. You can view key profile information containing the most common pre-qualification requirements.

2.4 We use our best endeavours to keep the information that we place on the Website as accurate as possible, but we are under no obligation to update the Site.

2.5 We have no responsibility for information on the Website given by Subcontractors and we have no liability or responsibility as to the accuracy, reliability or completeness of any information on this Website.

2.6 We do verify the identity of the Subcontractors registered with us, together with their qualifications but we make no warranties in regard to the services they provide, nor have we vetted the services they provide. We do not verify the accuracy or truth or completeness of, and shall not be liable for and accept no responsibility for any information presented including, but not limited to, information presented by Subcontractors, liability for any connections made directly with Subcontractors, or any circumstances that may arise from your use of the Website, or any Subcontractor.

2.7 You understand that the information you provide to us in regards to your project will be accessible to those Subcontractors registered with us however, unless the Subcontractor purchases the full details of your Task from us, no personal or contact information will appear. Your personal and contact details will only be provided to Subcontractors that pay us a relevant fee and who are registered with us. Any information you place on your Task or on our Website must be in strict compliance with our Website User and Acceptable Use policies [<https://GWKS.TempTask.co.uk/terms>].

2.8 We reserve the right to withdraw or amend the service provided on this Website without notice. We shall not be liable if for any reason our Website is not available at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, if required. We aim to update the Website regularly and may change the content at any time. We may therefore have to suspend access to the Website or close them if necessary.

2.9 You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them. In order to use the Website properly, you must have the necessary hardware, software and reliable internet access, none of which is our responsibility and is your entire responsibility.

2.10 We cannot guarantee that the services on the Website will be uninterrupted or will achieve particular results, or the integrity or security of data contained therein, except to use its reasonable endeavour to rectify faults if they do occur

3 Supply of Our Services to Subcontractors

3.1 This Agreement commences on the Commencement Date for a Term and until it is terminated in accordance with clause 10.

3.2 The procedure for applying for Registration and our Services is set out in clause 4.

3.3 During the Term and at the expiry of the Term we hereby grant the you a non-exclusive, non-transferable license to use the Website solely for the purpose of accessing

and using the Service in accordance with the terms of the Agreement and for no other purpose whatsoever.

3.4 Once a registration request has been accepted, a Profile will usually be automatically created but the Profile will not be visible on the Website until the Subcontractor's account has been approved by us.

3.5 If you breach any of the terms of this agreement we may at a sole discretion:

- terminate this Agreement;
- refuse to accept any subsequent registration requests from you;
- recover from you all losses, damages, costs and expenses incurred by us arising from your default.

3.6 We will not be liable for any delay in or failure of delivery to the extent caused by:

- your failure to: (i) provide us necessary information to provide our Services, (ii) provide Us with adequate instructions for supply or otherwise relating to the Services; or
- an event of Force Majeure.

4. Registration

4.1 As a Customer, by registering to use the Website you agree that:

- you have read, understood and agree to all of the terms set out in this Agreement (and all other Terms referred to as if they were set out in full within this Agreement);
- you are over the age of 18 and that you have the legal capacity to enter into and be bound by these terms;
- you understand that we are only acting as a platform and that the contract for services to be provided by Subcontractors is only between you the Customer and the Subcontractor;
- the information that you provide to us is accurate;
- you will keep any username and password that we supply to you private and shall not allow another person to use those details on the Website;
- you understand that your personal information will be made available to Subcontractors registered with us who pay us the relevant Fee (please refer to our Privacy Policy [<https://GWKS.TempTask.co.uk/privacy>]);

4.2 As a Subcontractor, by registering to use the Website you agree and understand that:

- we reserve the right to refuse to accept your registration or to suspend or deny access to the Website if you breach of the terms set out in this Agreement;
- upon completion of a registration request form, we will ask you to provide us with verification information regarding your business as set out on the Website and as may be amended from time to time. This includes (but is not limited to)
 - ❖ Certificate of Incorporation (if applicable);
 - ❖ Certified copy of VAT registration certificate (if applicable)

- ❖ If the Subcontractor is not a company and not VAT registered then we will seek an appropriate form of ID check, such as driving licence or passport;
- as part of the registration process, we may undertake a search with Experian or another third-party provider for the purposes of verifying your identity and other details provided to us. To do so, Experian or another third-party provider may check the details you supply against any particulars on any database (public or otherwise), to which they have access. They may also use your details in the future to assist other companies, for verification purposes. A record of the search will be retained by us.
- your name, telephone number and email address and other information provided to us will appear on your Profile and will be made available to Customers (please refer to our Privacy Policy [<https://GWKS.TempTask.co.uk/privacy>]);
- the submission of a registration request form will constitute an offer by you to use the Services on the terms of this Agreement;
- all of the information that you submit to us will be open to public view except any financial information that you provide us that is not already in the public domain.
- we may accept or reject a registration request at our discretion. A registration request will not be accepted, and no binding obligation to supply any Services will arise, until our receiving from you all information that we request to verify your business status, qualifications, membership to professional organisations and any other informant that we require, and thereafter
 - Our written acceptance of the request; or
 - Our supplying the Services or notifying you that we have commenced supply of the Services (as the case may be).
- rejection by us of a registration request, including any communication that may accompany such rejection, will not constitute a counter-offer capable of acceptance by you.

5 Fees

5.1 We charge the Subcontractor a Fee for introducing them to Customers who have posted Tasks on our Website.

5.2 If a Subcontractor wishes to be introduced to a Customer in response to a Task placed by a Customer on the Website, the Subcontractor will pay a fee of £10.00 inclusive of VAT via our E-commerce gateway, provided by PayPal.

5.3 Once we have received the Fee, we will then provide the Subcontractor with the Customer contact details.

5.4 We reserve the right to change the Fee from time to time without any prior notice and such higher fee will then be payable for all new introductions.

5.5 We are registered for VAT (registration number 113180755) and VAT will be included within the Fee at the prevailing rate. VAT invoices will only be provided on request.

5.6 If we introduce a Subcontractor to a Customer upon payment of the Fee, this does not guarantee that the Customer will use that Subcontractor's services. Payment of the

Fee is simply for us to release Customer details and it will be for the Customer to decide if they wish to use the Subcontractor services. Failure to obtain any contract with the Customer will not give rise to a refund of the Fee.

6 Payments

6.1 Apart from the Fee payable by the Subcontractor to purchase contact details of Customers, no further fees are payable to us by the Customer or Subcontractor. All payments for works to be completed in respect of a Task should be made directly by the Customer to the Subcontractor.

7 Links to Subcontractor or other websites

Any links provided on the Website to other websites or Profiles are not intended to provide an endorsement by us and we will have no liability or responsibility for the content contained therein or those websites or Profiles whatsoever.

8 Your Information

8.1 We process information about you in accordance with our Privacy and Cookies Policy [<https://GWKS.TempTask.co.uk/privacy>]

8.2 It is important that you read our Privacy Policy as your personal and sensitive details will be made available to Customers and Subcontractors.

8.3 Each party undertakes that it will keep confidential any information that is confidential in nature concerning the other party (a party being you or us), the terms of this Agreement and the information relating to any Customer.

9 Limit of relationship

9.1 We are not liable for any information given on the Website or directly to Customers by a Subcontractor or for any goods or services (lack thereof or failure to meet legal requirements) provided by a Subcontractor.

9.2 We do not provide, and are not in the business of providing services to homeowners or businesses in relation to any type of construction or home improvements.

9.3 By using this Website and/or registering to use the Website, you agree and accept that no legal relationship is created between us and Customers.

9.4 We make no representations or guarantees as to the services being offered, advertised or provided by Subcontractors. We allow Subcontractors to register with us after carrying out some verification checks as to their business, and then introduce them to Customers, and for Customers to then decide if they wish to use the Subcontractor to carry out services for them. We do not vet the services provided by individual Subcontractors nor do we recommend or endorse them.

9.5 All of the Subcontractors registered with us have given a warranty that they will provide their goods and services in accordance with their obligations under English law -

please see clause 14.4, but we do not verify that information and therefore we give no guarantee or warranty in that regard. Customers are solely responsible for making their own checks in regards to the Subcontractors skills to undertake the work that they are wishing for them to complete.

9.6 No partnership or agency. We and the Subcontractors are independent of each other and are not partners, principal and agent and, save as expressly stated otherwise, this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in this agreement. Neither we nor the Subcontractor will have, nor will represent that it has, any authority to make any commitments on the other's behalf.

10 Termination

10.1 We may suspend or permanently terminate your use of the Website if you breach any of the provisions of the terms set out in this agreement.

10.2 You may terminate this Agreement at any time by emailing us at enquiries@TempTask.co.uk or by completing our online contact form at <https://GWKS.TempTask.co.uk/contactus.aspx> and we will delete your registration details and all details that we hold on you from our database.

10.3 The following clauses of this Agreement will survive termination, howsoever caused:

clause 10 (termination);

clause 11 (restrictions)

clause 12 (limitation of liability);

clause 13 (indemnity);

clause 17 (general);

clause 18 (governing law and jurisdiction),

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

11 Restrictions

11.1 For the purpose of this clause 14 the following definitions shall apply:

Restricted Subcontractor: any present Subcontractor listed on the Website or any person or firm who had registered with us as a Subcontractor during the 12 months before Termination (or for the Term if less than 12 months)

Restricted Customer: any firm, company or person who, during the 12 months before Termination (or for the Term if less than 12 months) to whom we introduced a Subcontractor to that Customer, whether or not the Customer at the time of introduction contracted with the Subcontractor;

Restricted Person: any employee of us or ours.

Termination: the termination of the Agreement howsoever caused.

11.2 In order to protect our confidential information and business and client connections which you will or have had access as a result of Registration with us, you hereby covenant with us that you will not:

11.2.1 As a Subcontractor, during the Term of this Agreement and for a period of 1 year after Termination:

(a) enter into any direct agreement with any Restricted Customer with a view to providing services to that Restricted Customer in competition with us or the Website;

(b) endeavour to solicit or entice away from us any business or custom with any Restricted Customer with a view to providing services to that Restricted Client in competition with us or the Website;

(c) offer to employ or engage or otherwise endeavour to entice away from us any Restricted Person or Restricted Customer;

(d) whether directly or indirectly, either on your own or with any other person or entity, endeavour to solicit or entice away from us any Restricted Subcontractor with a view to using the services of that Restricted Subcontractor in competition with us or the Website.

11.2.2 As a Subcontractor, at any time after Termination, represent yourself as connected with us in any capacity, other than as a former Subcontractor, or use any registered names or trading names associated with us and the Website.

11.3.1 As a Customer, during the Term of this Agreement and for a period of 1 year after termination you agree that you will not:

(b) endeavour to solicit or entice away from us any business or custom with any Restricted Subcontractor with a view to requesting services from that Restricted Subcontractor in competition with us or the Website;

(c) offer to employ or engage or otherwise endeavour to entice away from us any Subcontractor.

11.3 You hereby agree to pay to us liquidated damages in the amount of £5,000.00 or the estimated loss to us in trade, whichever figure being higher, for any violation of the covenant contained in clause 11 of this Agreement.

12 Limit of liability

12.1 No party to this Agreement limits or excludes its liability for:

- a) death or personal injury caused by negligence; or
- b) fraud or fraudulent misrepresentation.

12.2 Without prejudice to clause 12.1 our total aggregate liability under or in connection with this Agreement, whether arising in tort (including negligence), contract or

in any other manner will not exceed the value of the Fee paid to access an individual Task.

12.3 Without prejudice to clause 12.1, the Subcontractor's total aggregate liability under or in connection with this Agreement, will not be limited.

12.4 The Customer agrees to fully indemnify, defend and hold us harmless our officers, directors, employees, contractors, agents, suppliers, service providers, licensors and third party partners from and against all third party claims, costs, losses and/or liabilities relating or arising in connection with any illegal use of the Website, any breach of your representations or warranties or any violation of these terms by you or anyone to whom you allow access to the Website using your internet connection and or registration details.

12.5 Without prejudice to clause 12.1 we will not be liable to the Subcontractor for any:

- I. loss of profits or revenues; or
- II. loss of, or damage to, data or information systems; or
- III. loss of contract or business opportunities; or
- IV. loss of anticipated savings; or
- V. loss of goodwill; or
- VI. any indirect, special or consequential loss or damage.

13 Indemnity

13.1 The Subcontractor will indemnify us and hold us harmless from and against any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim:

- that the Subcontractor is in breach of any applicable laws as a result of any act or omission of the Subcontractor;
- made against us by a third party (including a Customer) arising from any defect in the services provided by the Subcontractor or by the Subcontractor's breach of this Agreement;
- is in breach of the Advertising Code of Conduct or any other advertising codes of conduct;

each being a Claim.

13.2 In the event that either party receives notice of any Claim that affects the other party to this Agreement, it will:

- I. notify the other in writing as soon as reasonably practicable;
- II. not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of each other (such consent not to be unreasonably withheld or delayed);
- III. take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the Claim; and
- IV. provide each other with all reasonable assistance in relation to the Claim (at the Subcontractor's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

14 Warranties

- 14.1 The Services delivered by us will be supplied with reasonable skill and care.
- 14.2 We will not be liable for any failure of the Services to comply with clause 14.1:
- I. where such failure arises by reason of the Subcontractor's wilful damage or negligence;
 - II. to the extent caused by the Subcontractor's failure to comply with our reasonable instructions as to: (i) use or benefit from the Services, or (ii) good practice in relation to use or benefit from the Services;
 - III. to the extent caused by the us following any specific requirement of the Subcontractor in relation to the Services;
 - IV. to the extent caused by our changing our host server.
- 14.3 We will comply with all UK applicable laws, standards and good industry practice in the supply and delivery of the Services.
- 14.4 The Subcontractor warrants that it/he/she will:
- a. Ensure that, both in relation to the Task and generally, it complies with all statutory requirements relating to the provision of goods and/or services in the United Kingdom specifically pursuant to English Law;
 - b. Ensure that Customers are fully aware of the Subcontractor's own terms and conditions, pricing of the services to be supplied, complaints procedure etc;
 - c. Read the terms and conditions from time to time that apply to the Customer's use of the Website so that it remains fully aware of what terms the Customer are entering when using the Website, and our Policies;
 - d. To notify Us promptly of any unauthorised use of the Subcontractor's account details or the Website;
 - e. Make it clear that the Subcontractor acting in the course of a trade or business;
 - f. Be solely responsible for providing and maintaining all computer equipment and software necessary for the Subcontractor to access the Service;
 - g. Be solely responsible for any data, information or profile material submitted by the Subcontractor on our Website or to us in connection with the Service;
 - h. The Subcontractor shall, at its own cost, be responsible for obtaining (or obtaining relief from any requirements for) all regulatory approvals which it is required to obtain;
 - i. To ensure that all information that the Subcontractor puts in the Website or makes available via the Website for Customers is true and accurate and that it will not unlawfully discriminate on grounds of age, sex, race or religion;
 - j. Comply with all income and other tax and VAT legislation applicable in the United Kingdom;
 - k. Inform us immediately of any change in the Subcontractor's trading status, memberships or of any factor that it is reasonable to assume would affect its Registration.

- l. Agree to the Customer using our feedback portal to leave feedback in regards to the services provided by the Subcontractor. We will not review any information posted by Customers about You on the Website. If you believe that information given is incorrect or in breach of these terms You must inform Us immediately, and we will aim to remove it (if at our total discretion We believe it should be removed) within a reasonable period of time.

15 Complaints

15.1 We hope that you will be happy with the service provided within our Website however, if you do have any complaints regarding the service we provide then please email us at enquiries@TempTask.co.uk or by completing our online contact form at <https://GWKS.TempTask.co.uk/contactus.aspx>

15.2 If you have any complaints in regards to the services provided by a Subcontractor, then please follow their internal complaints procedure. If you are unhappy with the outcome then please contact us link however, we do not make any warranties or representations as to what steps we will take in regards to such complaints.

16 Force Majeure

16.1 A Party (meaning us, a Customer or a Subcontractor) will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- I. promptly notifies the other of the Force Majeure event and its expected duration; and
- II. uses reasonable endeavours to minimise the effects of that event.

16.2 If, due to Force Majeure, a party:

- is or will be unable to perform a material obligation; or
- is delayed in or prevented from performing its obligations for a continuous period exceeding 90 calendar days

then the other party may terminate the Agreement on immediate written notice.

16.3 For the duration of a Force Majeure event affecting a party to this Agreement, the obligations of the other Party will be suspended for the corresponding period of time.

17 General

17.1 Severance. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement will not be affected.

17.2 Rights of third parties. No person other than you or us will have any right to enforce any of this Agreement's provisions.

17.3 Assignment. We may assign, transfer or deal with any or all of our rights under this agreement without the prior consent of the Customer or Subcontractor. A Customer or Subcontractor may not assign or transfer their rights under this Agreement without our written consent.

17.4 We may sub-contract in any manner any or all of our obligations under this Agreement.

17.5 Each party to this agreement confirms it is acting on its own behalf and not for the benefit of any other person.

17.6 Variation. No variation of this Agreement will be valid or effective unless it is in writing.

17.7 Waiver. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy.

17.8 Notices.

17.8.1 Any notice given by a party under this Agreement will:

- (a) be in writing and in English;
- (b) be sent to the relevant party at the address set out in this agreement (for us) and the registration request form (for the Customer and Subcontractor) or, if sent by fax or email, to a fax number or email address nominated by the parties.

17.8.2 Notices may be given, and are deemed received 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

17.8.3 All references to time are to the local time at the place of deemed receipt.

17.8.4 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

17.9. Compliance with law. Each party will comply and will (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its representatives will comply with all applicable laws and regulations, provided that neither party will be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the other party or that party's representatives.

17.10. Entire agreement. The parties agree that this Agreement (and Policies referred to herein) constitute the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter. Each Party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out or referred to in this Agreement or any documents entered into pursuant to it, except in the case of fraudulent misrepresentation.

18 Governing law and jurisdiction

18.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales.

18.2 All parties to this Agreement irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).