



## 1. About ScaffCycle

ScaffCycle.com is an online marketplace operated by Worldwide Scaffold and Access Ltd, a company registered in England and Wales No. 11044969, VAT Registration number GB281004637 (“WWSA”, “we”, “our”) that facilitates the sale and purchase of used scaffolding equipment through the Platform. WWSA is a member of the Scaffolding Association

We act as a third-party intermediary, providing the Platform that:

- Lists equipment for sale
- Facilitates the sales transaction including price negotiations between seller and buyer, who do not communicate directly
- Manages invoicing and payment processing through WWSA
- Provides access to trusted freight and finance partners

We are not and will at no time be the legal owner of any goods listed and sold on the Platform and shall at no time take or hold title to them, it acts as an authorised intermediary in the transaction process. The contract of sale will be between the buyer and the seller. We coordinate and process the transactions to ensure a secure and reliable exchange.

## 2. Third-Party Sales Contracts

All transactions made through ScaffCycle are structured as third-party agreements between the buyer and the seller.

- ScaffCycle does not own, store, or inspect any of the goods listed for sale.
- We facilitate the sale by managing communication, negotiation, invoicing, and payment.
- Once a sale is agreed, ScaffCycle issues an invoice to and collects payment from the buyer on behalf of the seller.
- After payment is cleared, ScaffCycle submits the payment due to the seller, completing the transaction.

## 3. Fees & Commission

### 3.1 Commission

ScaffCycle charges a commission on all successful sales facilitated through the Platform. This fee covers use of the platform, listing support, negotiation handling, payment processing, and transaction coordination. Commission is deducted from the buyer’s payment before any funds are transferred to the seller. The final offer presented to the seller on the Platform reflects the amount they will receive upon sale (subject to any applicable taxes or charges). Commission levels may vary depending on the type of listing or service provided. All commission fees are deducted retained from the buyer's payment and are non-refundable once a sale is confirmed, unless otherwise agreed or required by law.

## 3.2 Payment and Deductions

For each completed sale, we will invoice the buyer for the total amount agreed through the platform. The seller will then invoice us for the value of the offer they accepted.

## 4. Platform Use & Eligibility

ScaffCycle's Platform may only be used in accordance with its **Acceptable Use Policy**. By using the Platform, you confirm that:

- You are at least 18 years old and capable of entering into legally binding contracts.
- All information provided is accurate and up to date.
- You are acting on behalf of a business or in a commercial capacity (ScaffCycle is not intended for consumer use).
- You will not use the platform for any illegal, fraudulent, or deceptive activity.

## 5. Listing Standards & Prohibited Items

All items listed for sale must:

- Fit into one of the prescribed categories listed on the Platform
- Be owned by the seller and legally eligible for sale
- Be accurately described and free from misleading claims
- Comply with all applicable safety, legal, and compliance standards

ScaffCycle reserves the right to:

- Edit, suspend, or remove listings that violate these standards
- Block users who breach platform rules at its sole discretion
- Monitor any listings for unusual transactions in relation to the sale and purchase of scaffolding and related items, including pricing and frequency of transaction

Prohibited listings include (but are not limited to):

- Items that do not form part of scaffolding equipment
- Stolen or unverified equipment
- Incomplete or unsafe scaffolding
- Listings designed to deceive or mislead buyers

## 6. Freight and Finance Services

Any freight, transport, or financing arrangements for items purchased through ScaffCycle are excluded from ScaffCycle's services provided through the Platform. ScaffCycle works with established third-party providers who offer transport and freight services for delivery of goods and finance solutions for buyers who require credit arrangements. ScaffCycle may receive a referral fee, commission, or other commercial benefit from transactions or services completed via third-party partners introduced through the Platform. Any such arrangement does not affect the sale proceeds received by the seller or the cost quoted to the buyer for the relevant service.

By engaging with the third-party suppliers providing these services, you acknowledge that:

- You are entering into a direct agreement with the freight or finance provider that is not facilitated by ScaffCycle at your own risk.
- ScaffCycle is not responsible for the performance, any delays, additional costs, or disputes related to these third-party services.

- Any issues or disputes must be resolved directly with the relevant third-party provider under their terms and conditions.

## **7. Disputes & Claims**

ScaffCycle operates a marketplace as a third-party intermediary and is not party to the sales transaction. As such, ScaffCycle does not offer any refunds or returns. All items are sold "as listed" ("as seen") unless otherwise stated in writing by the seller on the Platform. Buyers are encouraged to request condition reports or verification from the seller before purchase.

If a dispute arises between the buyer and the seller after conclusion of the transaction, ScaffCycle's involvement will be limited to facilitation of communication between the buyer and the seller at its sole discretion and without acknowledging a legal obligation to do so. Under no circumstances can our involvement in the resolution of a dispute be considered a mediation service or a legal obligation of ours.

If an item sold through the Platform deviates significantly from the description on the Platform the buyer needs to raise this directly with the seller.

Any refund, return, or warranty terms must be agreed between the buyer and seller. We do not process returns or refunds.

We do not accept any responsibility for:

- Faulty, damaged, or non-compliant goods
- Disputes over equipment condition after delivery
- Buyer remorse or change-of-mind cancellations

## **8. Liability Disclaimer**

To the fullest extent permitted by law the ScaffCycle.com is provided the Platform "as is" without warranties of any kind. In particular, we do not provide any warranty in respect of the items listed on or sold through the Platform, their condition, authenticity, compliance, or functionality.

We are not liable for indirect, incidental, or consequential damages including:

- Equipment failure or safety issues
- Correctness and completeness of any listing by users of the Platform, the description of the items and any other detail not provided by us
- Missed deadlines or delivery issues
- Financial loss resulting from use of the platform or third-party services

## **9. Limitation of Liability**

Our total liability to you, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of any payment made by you to ScaffCycle for the specific transaction giving rise to the claim (if applicable).

Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation by us, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

## **10. Account Suspension and Termination**

ScaffCycle reserves the right to:

- Suspend, restrict, or permanently terminate user access at its sole discretion if a user does not comply with these Terms or our **Acceptable Use Policy**
- Take legal or administrative action in response to fraudulent or unlawful activity

## **11. Intellectual Property**

- All content on this Platform – including branding, layout, software, and design – is the property of ScaffCycle Ltd /WWSA Ltd or its licensors.
- By submitting listings, descriptions, or images to the Platform you grant ScaffCycle a non-exclusive, royalty-free licence to use, publish, and promote that content in connection with the Platform. It is solely your responsibility that you have the necessary rights to list the items including any images on the Platform

## **12. Indemnity**

You agree to indemnify and hold harmless ScaffCycle Ltd, its operating partners (including WWSA), directors, staff, and affiliates against any claims, losses, or liabilities arising from:

- Your use of the Platform
- Any breach of these Terms
- Any third party claims for infringement of intellectual property rights in relation to your listing(s) on the Platform
- Any sale or purchase you make through ScaffCycle

## **13. Changes to Terms**

We may update these Terms at any time. Users will be notified of material changes. Continued use of the Platform after an update constitutes acceptance of the revised Terms.

## **14. Privacy & Data Protection**

Use of the Platform is also governed by our [Privacy Policy], which outlines how we handle your data in accordance with UK GDPR and other applicable laws.

## **15. Applicable Law**

The Platform, its use, all policies and all contractual relationships formed on this Platform is governed by English Law. English Courts shall have absolute jurisdiction for any disputes arising between you and us.

## **16. Contact Us**

For any questions regarding these Terms, please contact: **[hello@scaffcycle.com](mailto:hello@scaffcycle.com)**