

## Terms and Conditions of Use

Dated 20 June 2018

### 1. INFORMATION ABOUT US

- 1.1. BRE Global Limited, a company registered in England and Wales under company number 08961297 and with a registered office of Bucknalls Lane, Garston, WATFORD WD25 9XX with a VAT number of GB 689 9499 27, hereafter referred to as “we”, “our”, or “us”.
- 1.2. For the avoidance of doubt “BRE”, “we”, “our” or “us” means BRE Global Limited together with its parent company and affiliate companies.
- 1.3. We operate the website <http://breeminuse.breeam.org> (“the Site”).
- 1.4. You may contact us by telephoning our customer service team on +44(0)333 321 8811 or by e-mailing us at [breeaminuse@bre.co.uk](mailto:breeaminuse@bre.co.uk). If you wish to give us formal notice of any matter in accordance with these Online System Terms and Conditions and Privacy Policy (“Terms”), please see Clause 12.2.

### 2. OUR SERVICES

Through the Site, we provide to you access to an online environmental assessment methodology combining independent third-party assessment and certification of a building’s operational performance (“the Services”).

### 3. USE OF OUR SITE

Use of the Site is governed by these Terms and any document expressly referred to in them.

### 4. HOW WE USE YOUR PERSONAL INFORMATION

- 4.1. “Data Protection Legislation” means the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018, and any legislation which amends, re-enacts or replaces it in England and Wales. The definitions and interpretations in the Data Protection Legislation apply to this clause.
- 4.2. We will collect and Process your Personal Data, however will only do so in compliance with the Data Protection Legislation. For more information on how we Process your Personal Data, please visit <https://bregroup.com/privacy-policy/>.

### 5. CONFIRMATION

- 5.1. You confirm that you have authority to bind any business on whose behalf you use the Site.
- 5.2. These Terms constitute the entire agreement between you and us and supersede and

extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

- 5.3. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.
- 5.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based upon any statement in this Contract.

### 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 6.1. If you have not previously registered to use the Services:
  - 6.1.1. the registration pages of the Site will guide you through the registration process; and
  - 6.1.2. the Contract will have been formed once all of the following steps have been completed:
    - (a) you have inputted into the relevant registration pages of the Site your Personal Information;
    - (b) clicked “accept” to confirm your agreement to these Terms; any
    - (c) you have been notified that payment of your first BREEAM In-Use International Measurement Credit (“Credit”) has been successfully made.
- 6.2. If you have already registered with the Site, these Terms will apply to your continuing use of the Services, including when you purchase additional Credits.

### 7. INTELLECTUAL PROPERTY

- 7.1. For the purposes of these Terms, **Information** means the following:
  - 7.1.1. your answers to our online questionnaire;
  - 7.1.2. your asset’s address;
  - 7.1.3. your asset’s dimensions;
  - 7.1.4. additional evidence in support of your online questionnaire answers; and
  - 7.1.5. any other information you input into the Site that is not Personal Information.

- 7.2. By providing us with the Information, you represent and warrant that you are entitled to submit the Information, and that the Information is neither confidential in nature, nor the subject of any third party rights.
- 7.3. BRE requires ownership of the intellectual property in the Information in order to continually develop the Services. By using the Services you agree to assign to us all intellectual property rights in the Information with full title guaranteed and free from all encumbrances.
- 7.4. Any dissemination of the Information to third parties will only occur in an aggregated and anonymised format, unless any aspect of the Information is already available in the public domain, or you have provided your express consent to the disclosure of any aspect of the Information in identifiable form.
- 7.5. You warrant that you meet all the eligibility criteria to access the Site in that you will:
- 7.5.1. not operate a scheme or methodology that competes with the Site;
- 7.5.2. will not allow unauthorised access to the Services;
- 7.5.3. will not infringe any of our intellectual property rights; and
- 7.5.4. will provide, at your own cost, all equipment and software necessary to access the Site.
- 7.6. You shall keep us indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses, awarded against or incurred or paid by us, as a result of or in connection with, any claim brought against us for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, our receipt and use of the Information.
- 8. OUR RIGHT TO VARY THESE TERMS**
- 8.1. We may amend these Terms from time to time.
- 8.2. Every time you purchase Credits from us, the Terms in force at the time of your purchase will apply to the Contract between you and us.
- 8.3. Please consult the Site for any revisions to these Terms.
- 9. HOW TO PAY**
- 9.1. You may pay for Credits online using either a credit or debit card via the Site. Alternatively if you wish pay offline and receive a manual invoice for the Credits, please e-mail [breeaminuse@bre.co.uk](mailto:breeaminuse@bre.co.uk).
- 10. OUR LIABILITY**
- 10.1. Nothing in these Terms limits or excludes our liability for:
- 10.1.1. death or personal injury caused by our negligence; or
- 10.1.2. fraud or fraudulent misrepresentation;
- 10.2. Subject to Clause 10.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 10.2.1. any loss of profits, sales, business, or revenue;
- 10.2.2. loss or corruption of data, information or software;
- 10.2.3. loss of business opportunity;
- 10.2.4. loss of anticipated savings;
- 10.2.5. loss of goodwill; or
- 10.2.6. any indirect or consequential loss.
- 10.3. Subject to Clause 10.1, our total liability to you in respect of all 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 100% of the value of the Credits paid to the date of the breach.
- 10.4. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- 11. EVENTS OUTSIDE OUR CONTROL**
- 11.1. We will not be liable or responsible for any failure to perform, or delay in the performance, of any of our obligations under the Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 11.2.
- 11.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract, we will contact you as soon as reasonably possible to notify you.

11.4. You may cancel the Services that are affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please write to us at our address as per clause 1.1.

## 12. COMMUNICATIONS BETWEEN US

12.1. When we refer in these Terms to “in writing”, this will include e-mail.

12.2. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or e-mail.

12.3. A notice or other communication shall be deemed to have been received if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, or if sent by e-mail, one Business Day after transmission.

12.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

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

## 13. OTHER IMPORTANT TERMS

13.1. We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will notify you by posting on the Site if this happens.

13.2. You may not transfer your rights or your obligations under these Terms to another person.

13.3. The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you, and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.6. The 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.

13.7. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).