



## Terms and Conditions of Use of the BLP Construction Durability Database

Please read carefully the following terms of use (**'these Terms'**) for the **Construction Durability Database ('CDD')**. If you wish to use the CDD, you must agree to be legally bound by these Terms by pressing the 'Yes' button as part of our registration process. You can print off these Terms, or store them in your computer, for future reference. BLP may update these Terms from time to time without notice to you. You should review the Site periodically for changes to these Terms.

### 1. Definitions

- 1.1 In these Terms the following meanings apply:
- 'BLP'**: Building LifePlans Limited, registered in England and Wales, no.03871048, of 90 Fenchurch Street, London EC3M 4ST, England;
  - 'BLP's Licensors'**: any person who has granted a licence to BLP in respect of any part of the Service;
  - 'You'**: the person who submits the Registration Form, and any other person who BLP reasonably believes is acting with that person's authority or knowledge, including the Authorised Users;
  - 'Account'**: the facility extended under this Agreement allowing You to access and use the Service;
  - 'Agreement'**: the contract between BLP and You for the provision of the Service incorporating these terms and conditions, the Registration Form, and the documents referred to in them, to the exclusion of all other terms;
  - 'Approved Use'**: use of the Service as permitted by clause 3.2;
  - 'Authorised Users'**: the users notified to BLP in the Registration Form;
  - 'Database'**: the BLP Construction Durability Database, as made available from time to time through the Site;
  - 'Data'**: the information contained from time to time in the Database and made available through the Service;
  - 'Fees'**: the charges for certain parts of the Service as set out and amended from time to time in the BLP price list on the Site;
  - 'Help Desk'**: the facility provided by BLP for assistance in relation to the Service;
  - 'Password'**: the unique user name and password which is given to You as part of the registration process in order to access the Data;
  - 'Registration Form'**: the Service registration form displayed and completed on-line through the Site;
  - 'Rights'**: copyright, database right and any other intellectual property and related rights;
  - 'Service'**: the provision of access to the Database through the Site.

### 2. Registration

- 2.1 To use the Service, You must complete and submit the Registration Form, and meet the qualification requirements shown on it.
- 2.2 The Agreement will not be binding until You have submitted Your Registration Form to BLP, and BLP has issued its acceptance to You. BLP may refuse to accept any Registration Form in its sole discretion.
- 2.3 If You register with the Site on behalf of another individual, firm, company or other person, You must ensure that the other person is aware of and agrees to these Terms, and You warrant that You have done so and are authorised to bind that other person. As part of the registration process, You may designate one or more other individuals who are authorised to use the Service on behalf of that other person.

- 2.4 You confirm that all the details supplied by You when You register are accurate and complete. You agree to notify the Help Desk promptly of any changes.
- 2.5 As part of the registration process You will be issued with a Password, which You must enter in order to access the Service. You may change Your Password at any time. You are responsible for the security and proper use of Your Password, and must not give Your Password to anyone else.
- 2.6 You must inform the Help Desk immediately if You have any reason to believe that Your Password has become known to someone not authorised to use it. If BLP reasonably believes that there is likely to be a breach of security or misuse of the Service, it may change Your Password immediately and will notify You accordingly.
- 2.7 If You forget Your Password, You will be given a new Password once You contact BLP and satisfy the security checks which BLP operates.
- 2.8 The details You provide to BLP will be stored on computer and used to provide the Service to You. BLP may from time to time use Your details to provide You with information about the Service and other products and services which it provides. If You do not wish to receive this information please contact the Help Desk at any time. Your details will not be supplied to any third parties without Your consent or unless required or permitted by law. For more information please read BLP's Privacy Policy ([www.blpinsurance.com/information](http://www.blpinsurance.com/information)).

### **3. Provision of the Service**

- 3.1 BLP will provide the Service subject to the terms and conditions of the Agreement.
- 3.2 The purpose for which the Database has been created is to provide information for BLP's risk management system, in connection with the provision by BLP of latent defects insurance for buildings. You may access the Data through the Site only for that purpose and in connection with your own business, and only to the extent that (a) You and/or Your advisors exercise Your or their own judgement on the accuracy and the value of the Data, and (b) You do not rely solely on the Site, or solely on the Data, in determining the course of any conduct or in advising any third parties as to the conduct of any matter. No responsibility is accepted for dependence placed on the contents of the Site for any other purpose.
- 3.3 The Service is accessed from the Site via the Internet. You are responsible for the provision of and payment for the telecommunications services plus a suitable computer, browser, modem and any other items of hardware, software or communications equipment necessary to enable You to access the Service and receive the Data. You should contact the Help Desk for further details of minimum technical requirements. BLP will not be liable for any delay or inability to access any part of the Service or the Data due to any faults of, or Your means of access to, the Internet.
- 3.4 BLP cannot guarantee that the Service will never be faulty or that it will be available at all times but BLP will endeavour to correct reported faults as soon as BLP reasonably can. If a fault occurs You should report the fault to the Help Desk. BLP may need to vary the technical specification of the Service from time to time.
- 3.5 BLP reserves the right to suspend or withdraw the Service at any time but will endeavour to give You as much notice as is reasonably practicable in the circumstances.
- 3.6 BLP may restrict certain parts of the Site, and certain levels of the Data, to users who have paid Fees. The levels of the Fees, and the relevant levels of the Data, are described on in the BLP price list on the Site.
- 3.7 The Site may provide links to other web sites. As BLP has no control over such sites, it is not responsible for the availability of such external sites or resources, do not endorse and is not liable for any content, advertising, products, or other materials on or available from such sites.

### **4. Use of the Data**

- 4.1 The Service enables You to download the Data. BLP grants You a non-exclusive, non-transferable licence to use the Data on the following terms. Unless indicated to the contrary on the Site, any Data You download may be viewed on screen and printed out in hard copy for Your Approved Use.

- 4.2 Except as expressly provided in these Terms, BLP and BLP's Licensors reserve to themselves the entire worldwide Rights in and to the Site, the Service, the Data and the Database.
- 4.3 You may make temporary electronic copies of the Data as is reasonably necessary for the Approved Use only. [You may also reproduce portions of the Data for the Approved Use, provided the source is acknowledged.] Any other copying, storage, transmission, publication or use of the Data is prohibited.
- 4.4 You may print or download extracts from the Database, and make copies of these, for your own private and internal business use, provided You do not modify the Data and You retain any copyright and other proprietary notices contained in the Data. However, You may not print or download any part of the Data in any systematic or regular manner so as to create a database in any form.
- 4.5 You must not, nor attempt to, (i) re-sell; (ii) make available on a local or wide area network; (iii) link to or frame; (iv) make mass, automated or systematic extractions from; (v) include within an archival or searchable database; (vi) access remotely or (vii) distribute externally the Service or the Data (in whole or in part). Any Data which You download must be held securely within Your possession and control free from any third party access and with all credits, legends, notices or markings maintained.
- 4.6 BLP warrants and undertakes to You that Your use of the Data in accordance with the terms of this Agreement will not infringe the Rights of any third party. You must contact BLP immediately if anyone makes or threatens to make a claim against You relating to Your use of the Data and You will comply with any reasonable request from BLP in relation to such claim.

## **5. Charges**

- 5.1 Where applicable, You must pay the Fees due for the access and use of the Service and the Data through Your Account in accordance with this clause.
- 5.2 You will be invoiced for the Fees due in the manner shown on the Site.
- 5.3 BLP reserves the right to change the Fees and billing methods at any time. BLP will notify you of all such changes at Your renewal date and Your continuing use of the Site will constitute acceptance of such changes.
- 5.4 All Fees are quoted exclusive of any applicable value added tax which shall be payable by You in addition.

## **6. Term and Termination**

- 6.1 The Agreement will come into force on the date when BLP issues to You its acceptance of Your Registration Form, and will continue so long as the Service is provided on the Site, subject to the following provisions.
- 6.2 In addition to any other rights BLP may have, BLP may terminate the Agreement immediately without notice if You: (i) breach any provision of this Agreement and (if the breach is capable of remedy) fail to remedy the breach within 7 days of receipt of a notice from BLP; or (ii) are made bankrupt, enter into liquidation or any arrangement or composition with Your creditors or if a receiver or administrator or administrative receiver is appointed against any of Your assets or business.
- 6.3 On expiration or termination of this Agreement for whatever reason: (i) BLP shall terminate Your access to the Service; (ii) You and Your Authorised Users shall have no further right to access or use the Data; and (iii) You must permanently delete or otherwise destroy any copies of the Data in Your possession or control.
- 6.4 If BLP delays in acting upon a breach of this Agreement by You, that delay will not be regarded as a waiver of the breach. If BLP does waive a breach of this Agreement by You, that waiver is limited to that particular breach. To be valid, a waiver must be in writing.

## **7. Liability**

- 7.1 Neither BLP nor any of the BLP Licensors gives any representation or warranty, express or implied, as to the suitability, accuracy, completeness, currency, or fitness for any purpose of the Data or the availability of the Service.
- 7.2 The Database has not been created for any particular user's requirements, and it is your responsibility to ensure that the Data is fit for the Approved Use.
- 7.3 Subject to clauses 7.5, BLP and the BLP Licensors exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the suitability, accuracy or fitness for any purpose of the Data, any error or omission in relation to the Data or the availability of the Service.
- 7.4 Subject to Clause 7.5, in no event shall BLP or the BLP Licensors be liable for loss of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any other indirect, special or consequential loss whatever.
- 7.5 BLP does not limit or exclude its liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other liability the limitation or exclusion of which is prohibited by law.
- 7.6 Except as expressly permitted in this Agreement, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## **8. General**

- 8.1 BLP may modify the Agreement at any time, such modifications becoming effective immediately upon either posting of the modified Agreement on the Site or notification to You. By continuing to use the Service following any such modification You will be deemed to accept the modification.
- 8.2 You are not allowed to transfer or attempt to transfer this Agreement in whole or in part.
- 8.3 BLP will not be liable if BLP cannot perform its obligation under this Agreement because of circumstances beyond its reasonable control such as technical failure, severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.
- 8.4 Notices given under the Agreement may be given by BLP to You online through the Service or in writing to the address as currently stated in Your Account details and by You to BLP through the Help Desk.
- 8.5 This Agreement is governed by, and construed in accordance with, English Law and You and BLP submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this Agreement.