



## **Terms and Conditions of Use of the BLP Life Cycle Costing Tool**

The following Terms of Use govern your use of the BLP Life Cycle Costing online tool (the "Site") at [www.blpinsurance.com](http://www.blpinsurance.com). By accepting the terms and conditions you agree, on behalf of yourself and any entity on whose behalf you are acting, to all of these Terms of Use.

Additional terms and conditions may appear elsewhere on the Site with regard to the use of particular functions, features, information and applications. Your accessing or use of the applicable function, feature, information or application will constitute your agreement to such additional terms and conditions.

The Site is operated by Building LifePlans Ltd ("BLP"). BLP is incorporated in the United Kingdom under company number 3871048 with VAT registration number GB757032827. BLP has its registered office at 90 Fenchurch Street, London EC3M 4ST

The Site does not offer financial services or products. BLP's operation of the Site does not constitute an offer of any products or services.

### **1    IMPORTANT: Limitations on Site use**

- 1.1    **The sole purpose of the Site is to allow Registered Users to generate life cycle cost models for domestic dwellings in relation to Homes and Communities Agency (HCA) grant applications, and to engage in forum discussions on topics relating to life cycle costing and construction more generally. Use of the Site for any other purposes is entirely at the users own risk and BLP accepts no liability for such use.**
- 1.2    **BLP specifically prohibits any use of the Site by or for any entity which is engaged in, or attempts to engage in, competition with BLP or its affiliates or to interfere with the business of BLP or its affiliates. Any access of the Site by automated inquiry devices or programs is strictly prohibited.**
- 1.3    **You are responsible for ensuring that data applicable to your schemes is entered accurately on the Site and that the results are suitable for their intended purposes. The models rely on accurate input of data and the accuracy of information obtained through a variety of sources, some of which may be outside BLP's control. For these reasons, BLP expressly disclaims any responsibility for end results of the life cycle cost models obtained via the Site. Such results are for guidance only and should not be relied upon. Specialist advice should be sought as appropriate in relation to any particular matter,. In addition, the LCC modelling application incorporates certain simplifications in assumptions and the algorithms which generate the LCC values; where greater accuracy or a more sophisticated modelling is required then a bespoke application should be considered.**

### **2    Information you provide**

- 2.1    Any personal information submitted to BLP through this Site including, but not limited to, in relation to any registration process, will be handled in accordance with BLP's Privacy Policy [(as set out in paragraph [13] below)]. Any other information submitted to BLP through this Site, including any ideas, concepts, or techniques for new services or products will not be considered confidential and BLP will be free to use, communicate and/or exploit such information in any manner it chooses.

### **3    Site access and availability**

- 3.1    While BLP endeavours to ensure that this Site is normally available 24 hours a day, access to this Site is permitted on a temporary basis and BLP shall not be liable if for any reason this Site is unavailable at any time or for any period. Access to this Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond BLP's control.

- 3.2 You are responsible for making all arrangements necessary for you to have access to this Site. You are also responsible for ensuring that all persons who access this Site through your Internet connection are aware of these terms, and that they comply with them.
- 3.3 The Site and the information contained in the Site comply with the appropriate UK legislation and is registered in the United Kingdom. The products and services mentioned on the Site are only made available where permitted under the legal and regulatory requirements applicable in each jurisdiction. Accordingly, certain products or services mentioned on the Site may not be available in all jurisdictions. You are hereby advised that using the information provided within the site is therefore entirely at your own risk should you access and utilise the information provided outside the United Kingdom.
- 3.4 Certain areas of the Site are accessible only with a password which is issued to you by BLP. You are responsible for ensuring that this password is kept confidential to you and that no third party is permitted to access the password protected area without your permission. BLP accepts no liability for any loss or damage that may be suffered or claimed by you (or any person claiming under or through you) or to any third party, which arises in connection with the unauthorised use of a password in the password protected area of the Site whether such losses or damages are suffered directly or indirectly or are immediate or consequential.

#### **4 Changes to the Site**

- 4.1 BLP reserves the right, without notice, to modify, supplement or delete the contents of the Site, including without limitation information (including, without limitation, statistical, performance or valuation-related information, financial market data, quotes, news, analyst opinions, market commentary, and research reports), graphics, products, features, functionality, services and links (collectively, the "**Content**").

#### **5 Term and suspension**

- 5.1 BLP may discontinue or suspend the Site at any time without notice, and BLP may block, terminate or suspend access by you or any other user to the Site at any time for any reason in its sole discretion or take any other action as it deems appropriate, even if access continues to be allowed to other websites.
- 5.2 Such other action may include BLP taking all or any of the following actions:
  - 5.2.1 issuing a warning to you;
  - 5.2.2 issuing legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from a breach of these Terms of Use; and/or
  - 5.2.3 disclosing such information to law enforcement authorities as BLP reasonably feel is necessary.
- 5.3 BLP excludes liability for actions taken in response to breaches of these Terms of Use. The responses described in this policy are not limited and BLP may take any other action BLP reasonably deems appropriate.

#### **6 Licence and intellectual property rights**

- 6.1 The Site and its Content are protected by international copyright, trade mark and other laws. All such rights are reserved. Certain Content may be owned by third parties and is used on the Site with permission. By allowing access to the Site, BLP is not and does not convey to anyone any ownership rights in the Site or in any Content appearing on or made available through the Site. You are only granted a limited licence to reproduce the Content on your computer for the purpose of accessing the Site and using the features and services accessible thereon. You are also granted a licence to print information appearing on your computer screen in the course of using the features and services of the Site only. The licences granted herein are personal to you and not transferable. Should it not be more clearly stated that we hold the IP rights License?

- 6.2 No other permission is granted in any way to download, modify, reproduce, use, copy or distribute any of the Content.
- 6.3 You must not use any part of the materials on the Site for commercial purposes, such as providing access to other third parties through your own website, without obtaining a licence to do so from BLP or its licensors.

## 7 Visitor conduct

- 7.1 Other than personally identifiable information, which is covered under BLP's Privacy Policy [(see paragraph 13 below)], any material you transmit or post to this Site shall be considered non-confidential and non-proprietary. BLP shall have no obligations with respect to such material. BLP and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 7.2 You may use the Site only for lawful purposes. You must not misuse the Site (including, without limitation, by hacking).
- 7.3 You are prohibited from posting or transmitting to or from the Site any material:
  - 7.3.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
  - 7.3.2 for which you have not obtained all necessary licences and/or approvals; or
  - 7.3.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
  - 7.3.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, keystroke loggers, spyware, adware, denial of service attacks or any other harmful programs, or similar computer code which is malicious or technologically harmful and is designed to damage or adversely affect the content, software or performance of the Site or the operation of any other computer software or hardware, or any other harmful components, or any corrupted data or other malicious software or harmful data).
- 7.4 You may not use the Site:
  - 7.4.1 in any way that breaches any applicable local, national or international law or regulation;
  - 7.4.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
  - 7.4.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), either to BLP or to anyone whose details are posted on the Site.
- 7.5 You also agree:
  - 7.5.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of these terms of Site use;
  - 7.5.2 not to send automated queries of any sort via the Site without express permission in advance from BLP. Automatic queries include attempts to harvest company email or website addresses by means of spamming bots or spiders; and
  - 7.5.3 not to access without authority, interfere with, damage or disrupt:
    - (a) any part of the Site;

- (b) any equipment or network on which the Site is stored;
  - (c) any software used in the provision of the Site; or
  - (d) any equipment or network or software owned or used by any third party.
- 7.6 BLP may report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such breach, your right to use this Site will cease immediately.
- ## **8 Disclaimer of warranty**
- 8.1 The following clauses exclude or limit BLP's legal liability for this Site. You should read them carefully. They apply only as far as the law permits.
- 8.2 The site and its content are provided "as is" without warranties of any kind. BLP and its licensors disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, completeness, title and non-infringement, regarding any such content and your ability or inability to use the site and its content. BLP is not responsible for any failures or missing information caused by server errors, failed internet connections, interruptions in the transmission or receipt of any information or any computer virus or other technical defect, whether human or technical in nature. Although BLP tries to provide accurate and timely information on the site, there may be inadvertent technical or factual inaccuracies or typographical errors.
- ## **9 Limitation of liability**
- 9.1 Whether or not advised of the possibility, BLP shall not, nor shall any other party (whether or not involved in creating, producing, maintaining or delivering the Site), be liable to you for any kind of loss or damage that may be suffered or claimed by you (or any person claiming under or through you) or to any third party, which arises in connection with the use or inability to use or the results of use of the Site and any sites linked to the Site or the material on such sites, whether such losses or damages are suffered directly or indirectly or are immediate or consequential, or whether arising from negligence, breach of contract or howsoever, such losses or damages to include (without limitation):
- 9.1.1 special, indirect, punitive or consequential loss or damage even if BLP were aware of the circumstances in which such loss or damage could arise; or
  - 9.1.2 loss of income, profits, anticipated savings; or
  - 9.1.3 loss of business opportunity, goodwill or injury to reputation; or
  - 9.1.4 loss of or corruption to your or any other data (you being responsible for establishing and maintaining adequate security and backup procedures); or
  - 9.1.5 loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site or downloading of any material from the Site or websites linked to the Site; or
  - 9.1.6 fees of any professional advisors; or
  - 9.1.7 any business interruption, wasted management or staff time.
- 9.2 This Site and the information on it does not constitute financial, professional or investment advice.
- 9.3 You are responsible for ensuring that data applicable to relevant housing schemes is entered accurately in the software model available on the Site and that the results the software model generates are suitable for the purposes they are to be used for.
- 9.4 Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or other users of the Site, are those of the authors, distributors or users and not of BLP. BLP does not necessarily endorse nor is BLP

responsible for the accuracy or reliability of any opinion, advice or statement made on the Site. If you make arrangements with any third parties who are named or connected with the Site you do so entirely at your own risk.

- 9.5 Nothing in these Terms of Use shall exclude or limit BLP's liability for:
  - 9.5.1 death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977);
  - 9.5.2 fraud or fraudulent statements; or
  - 9.5.3 any liability which cannot be excluded or limited under applicable law or the regulatory system.
- 9.6 If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
- 9.7 Because some jurisdictions prohibit the limitation of liability for consequential or incidental damages, in such jurisdictions, the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of BLP and its affiliates, officers, directors, employees or agents is limited to the greatest extent allowable under applicable law in such jurisdictions.
- 9.8 In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in these Terms of Use, or any portions thereof, unenforceable for any reason, or that your remedies under these Terms of Use fail, then you expressly agree that under no circumstances will the total, aggregate liability of BLP and its affiliates, officers, directors, employees or agents to you or any party claiming by or through you for any cause whatsoever exceed £5,000 regardless of the form of action, whether in contract, statute, tort or otherwise.

## **10 Indemnity**

- 10.1 You hereby indemnify and agree to keep BLP and its affiliates and their respective officers, directors, employees and agents fully indemnified and held harmless from and against any and all claims, demands, causes of actions, liabilities, damages, costs and expenses, including reasonable legal fees, arising out of your use or viewing of the Site and its Content.

## **11 Marketing & Advertising**

- 11.1 From time to time we may choose to send users emails or other correspondence highlighting news or developments in relation to the LCC online tool or to life cycle costing, in general. In accepting these terms you hereby expressly agree that your user details may be used for these purposes. In addition, we may choose to offer space and links on the Site for advertising from manufacturers and/or distributors of products, components and systems. Your express agreement to this provision was requested on the online registration form through a "tick box".

## **12 Links to other websites**

- 12.1 There may be links on this Site that allow you to visit the sites of third parties. These links are provided solely for your convenience and if you use these, you leave the Site. Although some of these third parties may be either affiliates or partners of BLP, neither these sites nor the companies to whom they belong are controlled or monitored by BLP. BLP makes no representations or endorsements concerning the information provided or made available on such sites nor the quality or acceptability of any non-BLP products or services offered by any persons or entities referenced in any such sites. BLP has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it. You should also be careful to ensure that you do not provide any personal information on any other site on the mistaken belief that you are on the Site. BLP is not responsible for the content and availability of these other websites or for any loss or damage arising from your use of them. Complaints relating to information appearing on other websites should be addressed to the operator of that website.

12.2 You may not use any part of the Site on any other website, or link any other website to the Site, without BLP's prior written permission.

## **13 Privacy Policy**

### **13.1 Introduction**

13.1.1 BLP has a firm commitment to privacy and our Privacy Policy ("Privacy Policy") can be viewed on our website [www.blpinsurance.com/information](http://www.blpinsurance.com/information). The Privacy Policy sets out BLP's information gathering and dissemination practices for the [www.blpinsurance.com](http://www.blpinsurance.com) site and the Privacy Policy is incorporated into and made part of the terms of the BLP LCC online tool Terms of Use. BLP reserves the right to revise this Privacy Policy at any time by updating this posting. The Site contains links to other websites. Except as may be otherwise expressly provided herein, BLP is not responsible for the privacy practices or the content of such websites.

### **13.2 Aggregated data**

13.2.1 BLP automatically gathers certain usage information about the numbers and frequency of visitors to the Site. BLP only use such data as aggregated data. This aggregated data helps BLP to determine how much its customers use parts of the Site, in order that the Site can be improved for your use. This data may also be shared with the Homes and Communities Agency (see paragraph 13.5 below: 'Homes and Communities Agency') to determine benchmark LCC values and improve the LCC benchmarking process.

### **13.3 IP address**

13.3.1 BLP collects and tracks traffic by IP address. An IP address is a number assigned to your computer when you use your browser on the internet. BLP may log this information, but will not link this to personally identifying information. This information is used to audit the number of visitors coming to the Site.

### **13.4 How BLP uses your information**

13.4.1 BLP may use all information which it receives from you for the following purposes:

- (a) to provide you with results of the LCC modelling;
- (b) to improve the workings of the Site;
- (c) to ensure that relevant data is available; and
- (d) to improve the underlying algorithms to enhance the user interface and outputs.
- (e) to inform you of developments in relation to the LCC tool or life cycle cost modelling, in general

13.4.2 BLP may also evaluate your account activity in order to ensure the integrity of the Site and any use of BLP's services and to identify customers and website users who may be in breach of the BLP LCC Online Terms of Use.

### **13.5 Homes and Communities Agency**

13.5.1 **Homes and Communities Agency (HCA).** BLP may share usage and/or results data from the LCC models with the HCA to improve HCA LCC process and benchmarking. BLP and/or the HCA may use the data to help with setting LCC targets for grant allocation.

## **14 Governing law, jurisdiction and severability**

14.1 These Terms of Use and your use of the Site (and applications on the Site or downloads from it) is governed by and shall be construed in accordance with the laws of England and Wales, excluding its

conflict of laws provisions. The English courts shall have exclusive jurisdiction over any dispute arising in connection with these Terms of Use or out of your use of this Site.

- 14.2 Any invalidity of any of the provisions of these Terms of Use shall not affect the effectiveness of the remaining provisions. BLP does not warrant or otherwise promise that the Site, use thereof or these Terms of Use (in whole or in part) are in compliance with laws or available for use in locations outside England and Wales.
- 14.3 If you choose to access the Site from locations outside England and Wales, you do so on your own initiative and are responsible for compliance with local laws. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and all other terms of these Terms of Use shall remain in full force and effect.

## **15 Variation**

- 15.1 These Terms of Use may not be changed or modified without the written consent of BLP. BLP may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes BLP has made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Site.

## **16 General**

- 16.1 Any formal legal notices should be sent to BLP at BLP, 90 Fenchurch Street, London, EC3M 4ST.
- 16.2 Failure by BLP to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.
- 16.3 Nothing in these terms is intended to, nor shall it, confer any benefit on a third party whether under the contracts (Rights of Third Parties) Act 1999 or otherwise.

Version: [20090608]