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General Terms and Conditions

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://breeaminuse.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. 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. For the purposes of the Terms, Personal Information means:

- 4.1.1. Your name;
- 4.1.2. Your e-mail address;
- 4.1.3. Your login credentials;
- 4.1.4. Your address;
- 4.1.5. The name of your organisation;
- 4.1.6. The address of your organisation;
- 4.1.7. The telephone number for your organisation;
- 4.1.8. Your payment details/the payment details for your organisation.

4.2. We only use your Personal Information to both allow you to access the Services and for us to perform the Contract.

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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:
 - 6.1.2.1. you have inputted into the relevant registration pages of the Site your Personal Information;
 - 6.1.2.2. clicked "accept" to confirm your agreement to these Terms; any
 - 6.1.2.3. 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.

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- 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. Both the Information and Personal Information that we collect from you may be transferred, stored or processed in a destination outside the European Economic Area ("EEA"). By submitting your Information and Personal Information to us, you agree to this.
- 7.6. You warrant that you meet all the eligibility criteria to access the Site in that you will:
- 7.6.1. not operate a scheme or methodology that competes with the Site;
 - 7.6.2. will not allow unauthorised access to the Services;
 - 7.6.3. will not infringe any of our intellectual property rights; and
 - 7.6.4. will provide, at your own cost, all equipment and software necessary to access the Site.
- 7.7. 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.

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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.

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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.

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- 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).

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Schedule: Privacy Policy

For the purpose of the Data Protection Act 1998 (the Act), the data controller is 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.

Our nominated representative for the purpose of the Act is Keith Davies.

INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you:

- Information you give us. This is both Personal Information and Information and other information such as correspondence with us by phone, e-mail or otherwise.
- Information we collect about you. With regard to each of your visits to the Site we will automatically collect the following information:
 - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet and browser type and version; and
 - information about your visit, which includes the full Uniform Resource Locators (URL), the date and time of access.


COOKIES

The Site uses cookies to distinguish you from other users of the Site. This helps us to provide you with a good experience when you browse the Site and also allows us to improve it. For detailed information on the cookies we use and the purposes for which we use them see our cookie policy at <http://www.bre.co.uk/cookies.jsp>.

USE MADE OF THE INFORMATION

We use information held about you in the following ways:

- Information you give to us. This includes both Information and Personal Information. We will use this information:
 - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the Services that you request from us;
 - to notify you about changes to our service;
 - to ensure that content from the Site is presented in the most effective manner for you and for your computer.

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Whilst we do not believe that any information with the Information would be considered personal data within the meaning of the Act, where possible the Information is further anonymised.

- Information we collect about you. We will use this information:
 - to administer the Site and for internal operations, including troubleshooting, data analysis, testing, research and statistical purposes;
 - to improve the Site to ensure that content is presented in the most effective manner for you and for your computer;
 - as part of our efforts to keep our site safe and secure;

DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share the information you provide us and information we collect from you with:


- Within BRE Global Limited and with its subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006 ("BRE Group").
- Selected third parties including suppliers and sub-contractors for the performance of any contract we enter into with them.

We will disclose the information you provide us and the information we collect from you:

- In the event that we sell or buy any business or assets, in which case we will disclose the information to the prospective seller or buyer of such business or assets.
- In the case of processing online credit or debit card payments for your Credits, we will disclose relevant Personal Information to the payment processing partners to facilitate those payments.
- If BRE Global Limited or substantially all of its assets are acquired by a third party, in which case the information will be one of the transferred assets.
- If we are under a duty to disclose or share any information we collect about you in order to comply with any legal obligation, or in order to enforce or apply the terms and conditions. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who

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work for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by contacting us at breeminuse@bre.co.uk.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGE OF PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.