

TERMS AND CONDITIONS

Version number: 1.0

Effective date: 17th December 2018

1. Introduction

- 1.1 We are Vital Direct Ltd. Our company information is at the end of this document.

2. Definitions

- 2.1 The following (capitalised) definitions apply in this document:

- a) "Applicable Laws" - any applicable law, regulation or code of conduct.
- b) "Content" - all information of whatever kind (including Data, text, images, audio, video, messages etc.), uploaded to our Service.
- c) "Data" - information uploaded to the Service by you or by us on your behalf including inspection certificates, reports, plans and other documents, as well as photos, files, notes and diary dates.
- d) "Service" – our BuildingHandbook.com service.
- e) "User" - persons or organisations using our Service.

3. Applicability of terms and conditions

- 3.1 Please read these terms and conditions carefully. They replace any previous versions. By registering on or using our Service you agree to be bound by these terms and conditions.
- 3.2 Where you communicate with us on behalf of a company / organisation, you confirm that you have authority to act on behalf of that entity.
- 3.3 By agreeing to these terms and conditions as an agent, you confirm that the client for whom you act in connection with use of our Service is bound by these terms and conditions and that you are independently bound on your own behalf.

4. Changes to the terms and conditions

- 4.1 We may change these terms and conditions by posting the new version on our website. Please check our website from time to time. You shall be bound by the revised agreement if you continue to use our Service following the effective date shown.

5. Your right to use our Service

- 5.1 We grant you a limited personal non-transferable right to use our Service on any applicable device owned or controlled by you subject to these terms and conditions.
- 5.2 You are only authorised to use our Service in relation to buildings located within the UK.

6. Acceptable use of our Service

- 6.1 You undertake not to do any of the following in connection with the Service:
- a) breach any Applicable Laws;
 - b) upload any Data which infringes any intellectual property or other rights of others;
 - c) sell access to the Service;
 - d) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;

- e) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
- f) gain unauthorised access to any part of the Service or equipment used to provide the Service;
- g) use any automated means to interact with our systems excluding public search engines; or
- h) attempt, encourage or assist any of the above.

6.2 You undertake to:

- a) comply with any rules or requirements on our Service;
- b) promptly comply with any reasonable request or instruction by us in connection with the Service; and
- c) ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.

7. Guidance by us

- 7.1 If we ourselves provide any guidance or other general information on our Service, we do not warrant that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. The information is not intended as legal, professional or other advice and is not tailored to your personal circumstances. You rely on such information at your own risk.

8. Your account

- 8.1 Your account is non-transferable. You undertake not to allow any other person to use your account except to grant access to authorised users in accordance with the functionality of our Service. You undertake to take reasonable care to keep your login information confidential and to notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for authorised users and (unless and to the extent that we are at fault) for third parties who use your account or identity.

9. Support

- 9.1 We do not supply support except to the extent specifically stated on our Service, as may be varied from time to time. If so, we are entitled to vary the nature of the support or withdraw it entirely at any time. We reserve the right to charge for support.

10. Functioning of our Service and disclaimers

- 10.1 Notwithstanding anything else in this agreement, we do not guarantee that the Service will be uninterrupted or error-free or that the Service or the information obtained through the Service will meet your requirements.
- 10.2 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of information over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 10.3 In particular, we do not guarantee that any alert will function correctly or that it will reach the intended recipient or that our Service will be accessible at any particular time or that Data will not be damaged or lost, for whatever reason.
- 10.4 It is your responsibility to make your own backup of Data and of diary dates to protect you in case of loss, damage or error.
- 10.5 You acknowledge that our Service relies on the accuracy of Data including alert dates set by you. It is your responsibility to ensure that all Data (including Data uploaded by us on your behalf) is accurate and that you promptly update it when changes occur. Just to be clear - we are not responsible for checking or updating any Data even if we have reason to think that Data is or has become incorrect (for example because of an email bounceback message).
- 10.6 We do not guarantee that the Service will enable you to comply with any Applicable Laws. It is your responsibility to satisfy yourself as to the necessary requirements.
- 10.7 We are entitled, without notice and without liability at any time (a) to suspend the Service for repair, maintenance, improvement or other technical reason; (b) to make changes to the Service; and (c) to impose limits on the quantity of Data which you can store within the Service and to suspend your use of the Service if such limits are exceeded.

11. Disclosure etc of Data

- 11.1 We reserve the right without notice or refund to reject, suspend, alter, remove or delete or to disclose to the police or other relevant authorities or to a complainant any Data if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal offence may have been committed, or where required by law or where requested by the police or other appropriate authorities.

12. Termination

- 12.1 Either party is entitled to terminate this contract at any time for any reason by giving notice by email to the other party.
- 12.2 If this contract ends: Your right to use our Service and all licences are terminated. Existing rights and liabilities are unaffected. All clauses in this contract which are stated or intended to continue after termination will continue to apply. We are entitled to irretrievably delete all Data without telling you.

13. Liability

- 13.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 13.2 In no event (including our own negligence) will we be liable for any:
- economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
 - loss of goodwill or reputation;

- special, indirect or consequential losses; or
 - damage to or loss of data
- (even if we have been advised of the possibility of such losses).

- 13.3 You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- 13.4 To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- 13.5 This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

14. Intellectual property rights

- 14.1 The intellectual property rights in all material used on or in connection with our Service are owned by us or by our suppliers. For your personal use only, you may view such material on your device. You must not otherwise use such material including copying, selling or adapting it or taking extracts from it without our specific prior written consent. You must not misrepresent the ownership or source of such material, for example by changing or removing any legal notices or author attributions.
- 14.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 14.3 You authorise us to review your Data to enable us to send you renewal alerts (although we do not guarantee to do so).

15. Privacy

- 15.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our [privacy and cookies policy](#) [link] which is subject to change from time to time.
- 15.2 The Addendum to this agreement shall apply insofar as the Data includes any personal data (as defined in the Addendum).

16. Events outside our control

- 16.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

17. Transfer

- 17.1 We may assign all or part of our rights or duties under this agreement. You may not assign any of your rights or duties under it without our prior written consent.

18. English law

- 18.1 This contract is under the law of England and Wales and any disputes will be decided only by the courts of England and Wales.

19. General

- 19.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement).
Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a waiver of that right or operate to bar the exercise or enforcement of it thereafter. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

20. Complaints

- 20.1 If you have any complaints, please contact us via the contact details shown below.

21. Company information

- 21.1 Company name: Vital Direct Ltd
21.2 Trading name: BuildingHandbook.com
21.3 Country of incorporation: England and Wales.
21.4 Registered number: 11313851
21.5 Registered office: Victoria House, 28-32 Desborough Street, High Wycombe, Buckinghamshire, England, HP11 2NF
21.6 Main trading address: Grenville Court, Britwell Road, Burnham, Slough SL1 8DF
21.7 Contact email address: info@vitaldirect.co.uk
21.8 Other contact information: See our website.
21.9 VAT number: 296672057GB

ADDENDUM – PROCESSING OF PERSONAL DATA

21.10 In this Addendum:

- a) Data Protection Laws means: all applicable data protection and privacy laws, regulations and guidance; and
- b) “data controller”, “data processor”, “data subject”, “personal data” and “processing” have the same meanings as set out in Data Protection Laws.

21.11 The following are the details of the processing to be carried out by the party acting as data processor in relation to personal data processed in connection with this agreement (“Personal Information”):

- a) *Subject matter*: Personal Information included within Data.
- b) *Duration of the processing*: The period of this agreement.
- c) *Nature and purpose of the processing*: To enable supply of our Service.
- d) *Type of personal data*: Personal Information included within Data.
- e) *Categories of data subject*: Persons whose Personal Information is included within Data.
- f) *Obligations and rights of the data controller*: See below.

21.12 The data processor shall:

- a) process the Data in accordance with Data Protection Laws (and nothing in this agreement relieves the obligations of the data processor of its own direct responsibilities and liabilities under Data Protection Laws);
- b) process the Data only so far as is necessary for the purpose of performing its obligations under this agreement;
- c) process the Data only on written instructions from the data controller including as set out in this agreement unless the law requires otherwise in which case the data processor shall inform the data controller before processing;
- d) not transfer Data outside the European Economic Area without the data controller’s prior written consent;
- e) not disclose Data to anyone other than its employees or agents and shall ensure that those persons are subject to an obligation of confidentiality in relation to the Data;
- f) maintain technical and organisational security measures (including where applicable in relation to encryption, pseudonymisation, resilience of processing systems, backing up personal data in order to be able to reinstate the system and testing) sufficient to comply with the obligations imposed on the data controller under Data Protection Laws;
- g) not subcontract any processing of Data without the data controller’s prior written consent: and:

- the data controller shall be deemed to consent to any sub-processors listed on the data processor's website when this contract is entered into; and
 - the data processor shall give the data controller at least 14 days' notice in writing of the proposed appointment of any new sub-processor in which case the following shall apply:
 - i) if the data controller does not object within such period, the data controller will be deemed to have consented to the appointment of the new sub-processor; and
 - ii) if the data controller does object within such period, the data controller can exercise its option to terminate this agreement on email notice at any time.
- h) in respect of any sub-processors:
- impose on the sub-processor the same obligations in relation to Data that are imposed on the data processor under this agreement; and
 - the data processor remains fully liable to the data controller for the performance of the sub-processor's obligations;
- i) take reasonable steps to assist the data controller in complying with the data controller's own obligations under Data Protection Laws including:
- responding to subject access requests;
 - keeping Data secure;
 - notifying data subjects about personal data breaches;
 - carrying out any data protection impact assessment ("DPIA"); and
 - consulting with the relevant supervisory authority where applicable following a DPIA;
- j) on termination of this agreement, at the data controller's option either delete or return all Data to the data controller, unless the data processor is legally required to retain the Data (and the data processor assumes that the data controller opts for deletion of Data unless it requests return of the Data within 14 days of termination;
- k) make available to the data controller all information necessary:
- to demonstrate compliance with its obligations relating to Data both in this agreement and under Data Protection Laws; and
 - to submit and contribute to audits carried out by the data controller or an auditor appointed by the data controller; and
- l) immediately inform the data controller if in its opinion a data controller instruction does not comply with Data Protection Laws.