



Lifespan SBEM Subscriber Terms and Conditions

This is a legal agreement (the "Agreement") between you (either an individual or the Company of which you are a representative and referred to in this Agreement as "the Subscriber", "you" or "your") and Property Tectonics Limited of Heywood Hall, Bolton Road, Pendlebury, Manchester M27 8UX. This Agreement is in addition to any other agreements between you and Property Tectonics and our Privacy and Security Statements, which are published on our web site.

By logging on as a user of Lifespan SBEM you agree to be bound by this Agreement which sets out the Terms and Conditions on which you may use the Lifespan SBEM Service.

You may not use the Lifespan SBEM Service unless you agree to be bound by this Agreement.

If at any time you do not accept the Terms and Conditions contained in this Agreement, you should not attempt to gain access to the secure "members" part of the site. You should promptly notify Property Tectonics that you no longer wish to use the service and your name, password and registration will be removed. Any Data stored in the system relating to your use of Lifespan SBEM may then be deleted at the discretion of Property Tectonics

1.0 Definitions and Interpretation

1.1 This section defines some key words used in this Agreement:

"Agreement" refers to the Subscriber Terms and Conditions.

"We", "Us", and "Our" refer to Property Tectonics, at the address set out in the Agreement.

"Data" means computerised records of inventory, equipment and any other material.

"Licensed Material" shall mean any and all user, programmer and help desk material and documentation, in hard copy and electronic format, to assist you in the understanding, application, capability, maintenance or use of the Service which are delivered to you by us pursuant to and/or during the term of this Agreement, and any updates, upgrades, substitutions, replacements, enhancements, or modifications thereof.

"Intellectual Property Rights" means copyright and all other legal and beneficial intellectual and industrial property rights (including, without limitation, patent and trade secret rights) throughout the world and all know-how.

The "Service" means the set of web-based software systems and managed processes provided by us. This encompasses, inter alia, (i) use of the site survey form and/or PDA SBEM software to collect information on site and transfer data

from your site surveys to databases operated by us; and/or (ii) Energy data calculation/interface software, Lifespan SBEM used to produce commercial energy performance certificates; and (iii) the service which downloads your energy performance certificates into the governments commercial energy software database accessible to all relevant stakeholders and (iv) a quality assurance scheme operated by us on behalf of the RICS and its Accreditation Scheme and (v) the individual database provided by us whereby you can retrieve, manage and analyse your data stored on the Lifespan SBEM Web Site and (vi) technical support covering IT applications issues but NOT matters relating to professional knowledge and skill.

“Lifespan SBEM web site” means the web site on which the Service may be accessed and used and which is accessible at URL www.lifespanSBEM.com

“Subscriber” means any person who has registered with Lifespan SBEM to use the Service.

“PDA SBEM Software” means the software which enables Subscribers to collect site information and facilitate data transfer onto the Web Site so that it may be used to calculate and produce Commercial Energy Certificates.

“Lifespan SBEM software” means software interface to the SBEM calculation provided and owned by Property Tectonics which is approved by Faber Maunsell on behalf of Government to enable official Commercial Energy Certificates and Recommendation Reports to be produced.

“Landmark” means Landmark Information Group, 5-7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY, commissioned to manage and host the UK governments Commercial Energy Certificates.

“RICS” means The Royal Institution of Chartered Surveyors, 12 Great George Street Parliament Square London.

“Accreditation Scheme” means an approved system of registering Commercial Energy Assessors which ensures that they comply with minimum performance standards set down by the Secretary of State and are monitored to ensure continuing quality and compliance to ensure that others who rely on Energy Performance Certificates (EPC) can have confidence in the certificates and accompanying recommendations for improvement (Recommendation Reports - RRs); and the Energy Assessors responsible for producing them.

1.2 References to clauses and sub-clauses are to clauses or sub-clauses of this Agreement, as amended in accordance with this Agreement.

1.3 The clause headings are for convenience only and shall not affect the interpretation of this Agreement.

1.4 References to any legislation are references to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it.

1.5 Words implying the singular include the plural and vice versa and words implying a gender shall include every gender.

2.0 Commencement and Duration

2.1 This Agreement commences on the date you accept the terms and conditions it contains when you first log in to use the Service. The Agreement will continue in force unless and until it is terminated in accordance with the relevant clauses of the Lifespan SBEM Agreement.

2.2 If a period of 3 months expires from your last use of the Lifespan SBEM system then this agreement will terminate by effluxion of time and to use the service again you will be required to re-register.

2.3 Property Tectonics may decide in its absolute discretion to terminate your access to the Lifespan SBEM system without notice.

3.0 User Name and Password

3.1 In order to enable you to access the Lifespan SBEM web site, Property Tectonics shall allocate a user name and individual password to you. You shall keep these secure and confidential at all times and you shall be solely responsible for any transactions which take place under your user name and/or password. If you have reason to believe that the user name and password may no longer be entirely secure then you must inform Property Tectonics of that fact immediately in order that your password may be changed to prevent unauthorised access to the Lifespan SBEM system.

3.2 Property Tectonics reserves the right to change your password if it believes that it is no longer secure.

4.0 Links to Third-party sites

4.1 Property Tectonics does not endorse any sites on the Internet which are linked through the Service. We are providing these links to you only as a matter of convenience, and in no event shall we be responsible for any content, products or other materials on or available from such sites.

5.0 Use of the Service and Software

5.1 The Service is provided for the sole purpose of carrying out commercial energy assessments and producing official Commercial Energy Performance Certificates (EPCs) and Recommendation Reports (RRs) in accordance with the Secretary of State's requirements for existing dwellings in England, Wales and Northern Ireland.

5.2 The Service is provided solely for your own use. You may not resell, distribute, or otherwise supply (or attempt to resell, distribute, or otherwise supply) the Service and its software products to any third party.

5.3 You may not provide access to the Service to any third party, use the Service on behalf of a third party, use any information obtained from the Service to provide database services to any third party or incorporate any such information in any database which is accessible to any third party. Similarly you may not distribute or use any information obtained from the Service for commercial purposes (other than as described in clause 5.1) without our written permission nor may you modify, copy, distribute, transmit, display, reproduce or publish any such information.

5.4 You shall not use the Service to buy, offer or sell parts, equipment or services in violation of any laws or regulations of any applicable jurisdictions including without limitation any export control laws and regulations.

5.5 You agree that you will not knowingly use the Service: (i) to upload or send any material which contains software viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or (ii) to send, receive, upload, download, use or reuse any material which is offensive, abusive, defamatory, obscene or menacing or a breach of copyright, trade mark, confidence, privacy or any other rights of any person; or (iii) in any manner which would interfere with or disrupt the Service or contravenes any instructions which we may give you in connection with the Service from time to time; or (iv) to send unsolicited or unauthorised email, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (v) to attempt to gain unauthorised access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or (vi) harass or interfere with another user's use and enjoyment of the Service.

5.6 You agree that you will comply with all local rules regarding on line conduct and acceptable conduct.

6.0 Authorisation & Rules of Conduct

6.1 The Service and its software is provided by us to RICS Registered Commercial Energy Assessors **only**, these being members of the RICS and who thereby subscribe and abide by the rules of conduct and regulations of the RICS.

6.2 Users **MUST** carry, in accordance with RICS regulations, appropriate professional indemnity insurance.

6.3 Users **MUST** accept, conform and be subject to Property Tectonics' Quality Assurance processes, procedures and surveillance requirements; these are approved by the RICS and administered by Property Tectonics on its behalf. An outline of the QA scheme is available on the Lifespan SBEM member's website.

6.4 Access to the service provided hereunder is permitted solely on the basis of the provisions at clause 6 and you provide a continuing warranty that you comply with these provisions.

7.0 Your supply of information

7.1 You grant us an unlimited, revocable, non-exclusive, royalty-free licence for the duration of this Agreement to use, copy, reproduce, display and analyse any information and data supplied by you.

7.3 You represent and warrant to your knowledge that all the information you supply for inclusion on the Lifespan SBEM Web Site is accurate and does not include any information the accessing of which would constitute a criminal offence or would be otherwise unlawful or which would infringe the rights of any person.

7.4 You represent and warrant to your knowledge that you will not supply for inclusion on the Lifespan SBEM Web Site any information relating to any service for the performance of which you lack any required governmental authorisation, approval, permit, licence or other official permission.

7.5 We shall have the right in our reasonable discretion and at any time to refuse to include in the Service or remove any or all information supplied by you or otherwise that we reasonably determine is in violation of this Agreement, whereupon we shall immediately deliver notice of such refusal or removal to you and an explanation for such action.

7.6 We may use the information supplied by you to conduct statistical analysis and research into the Service. We may also pass the results of such analysis, research and quality checks to other Subscribers and non-Subscribers provided that the information passed is of a generic nature and would not enable you to be identified by any person receiving such information.

7.7 We reserve the right to pass on any information referred to in 7.6 to the RICS when your identity would be revealed; but such information etc. would be done so confidentially and only for the purposes of quality assurance and its associated surveillance required to be undertaken by Accreditation Scheme Operators by the Secretary of State.

8.0 Limitations of Our Liability

8.1 The Lifespan SBEM Service enables Subscribers to undertake commercial energy assessments, produce Commercial Energy Certificates and lodge same in the government's official database operated by Landmark. Property Tectonics is not involved in or in any way responsible for the actual transaction between you and your customer. You are solely responsible for evaluating any information made available by means of the Service and for negotiating and agreeing the terms of any transaction that you enter into with third parties.

8.2 To the extent permitted by law, we shall have no liability to you in any circumstances for any loss arising under or in connection with this Agreement whether it arises from negligence, breach of contract or otherwise. In particular, but without limitation, we shall have no liability in relation to: (i) any indirect or consequential loss, such loss to include (without limitation) loss of profits, business, revenue, goodwill or anticipated savings, loss of use or value of any equipment or software, wasted management or other time, and loss resulting from the corruption or loss of Data; or (ii) the accuracy or timeliness of any information made available by means of the Service; or (iii) any adverse impact on or damage to your information systems or software caused by your use of the Service or its Software products.

8.3 You agree to indemnify and hold us harmless from and against any claim, action, suit, demand, loss, liability, damages, costs or expenses arising from or in connection with any third party claim or action arising out of or relating to any of the information which you supply or which you obtain by means of the Service.

9.0 Copyright

9.1 Copyright and all Intellectual Property Rights in any computer programs, documents or other material designed or prepared by us in our performance of the Assignment shall be and remain vested solely in us.

9.2 You agree not to decompile, modify or reverse-engineer the Software, or copy any documentation supplied by us.

9.3 You agree to keep all source code confidential. Further, you agree not to disclose the Service, Software or Licensed Material to any third party, except to

parties under contract to yourselves who have agreed to abide by the confidentiality restrictions set forth in this Agreement.

9.4 Your obligations of confidentiality and nondisclosure regarding the Service, Software and Licensed Material shall survive the termination of this Agreement.

10.0 Miscellaneous

10.1 Neither party shall be liable for any breach of its obligations under the Agreement resulting from causes beyond its reasonable control including, but not limited to, fires, strikes, insurrection of riots, terrorism, embargoes (events of Force Majeure).

11.0 Governing Law

11.1 This Agreement shall be governed and construed in accordance with English law and both parties agree to submit any dispute arising in connection with this Agreement to the exclusive jurisdiction of the English courts, provided that nothing in this clause shall prevent us from seeking any remedy which may be available to us in any other jurisdiction. Both parties hereby consent to the exclusive jurisdiction of the courts of England and expressly waive any objections or defence based upon lack of personal jurisdiction or venue.

12.0 Questions

12.1 If you have any questions about the Agreement, the Privacy Statement, the practices of this web site, or your dealings with this web site, feel free to contact: the Lifespan SBEM team at lifespanSBEM@property-tectonics.co.uk