



CONDITIONS OF SUPPLY FOR THE BUILDING REGISTER

In these Conditions:

'Building Register' means the Building Register Limited a company incorporated under the laws of England whose registered number is 3892735 and whose registered offices are at: Comino House, Furlong Road, Bourne End, Buckinghamshire. SL8 5AQ and whose trading offices are at: 3rd Floor, North Wing, Kent House, Romney Place, Lower Stone Street, Maidstone, Kent, ME15 6LH.

'Building Register' means the comprehensive on-line directory and managed data registration service containing information on companies that operate within the business to business construction industry.

'Conditions' means these standard terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Building Register.

'Contract' means the contract for the purchase of Building Register Service(s).

'Customer' means the company and person who accepts the quotation from Building Register for the provision of the Building Register Service(s) or whose order for the Building Register Service(s) is accepted by Building Register to form a Contract.

'End User' the Customer's employees or other individuals contracted by the Customer as may be authorised to access and use the Information or Building Register Service.

'Evaluation Questionnaire ("EQ")' means an electronic evaluation pre-qualification questionnaire, which is completed by the Customer which updates the information on the Building Register on-line service.

'Information' all information, materials and data supplied to the Customer under this Contract in any format whatsoever.

'In Writing' is a communication on company letterhead, signed and posted by recorded delivery.

'Service (s)' means related services in conjunction with Building Register as set out in the Contract.

1. Building Register shall sell and the Customer shall purchase the Service(s) in accordance with any written quotation of Building Register which is accepted by the Customer, or any written order of the Customer which is accepted by Building Register, subject in either case to the Conditions.

2. NO ORDER WHICH HAS BEEN SIGNED, RECEIVED (BY FAX, POST OR EMAIL) OR AUTHORISED BY YOU VIA THE ONLINE SALES ORDERING PROCEDURE AND ACCEPTED BY BUILDING REGISTER MAY BE CANCELLED BY THE CUSTOMER AFTER RECEIPT AS OUR ORDERING PROCESS IS INSTANT AND AUTOMATIC. In relation to the Online Sales Ordering Procedure, the Contract is formed on acceptance of the Customer's order by Building Register and acceptance is when Building Register emails the order confirmation to the Customer.

3. The Customer's access to and use of the Building Register and the Service(s) shall be governed by the Building Register User Terms at all times, a copy of which is available from the homepage of www.buildingregister.com or on request.

4. Subject to clause 3, the Conditions shall govern the Contract to the exclusion of any other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

5. The quantity, quality and description of and any specification for Building Register or the Service(s) shall be as set out in the Building Register User Terms and/or the Contract.

6. All orders for supply of data are specific and individual to each Customer's requirement. All such orders are payable prior to the release of the data file and the Customer accepts the terms of such supply.

7. Building Register reserves the right to alter, suspend or discontinue any aspect of the Service(s), including access to the Building Register. In such event the Customer shall be entitled to a refund of any charges previously paid relating to an unexpired period (not to exceed the maximum amount of the order value). Unless explicitly stated any new features will be subject to these Conditions and the Building Register User Terms.

8. The price of the Service(s) shall be Building Register's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Building Register's published price list current at the date of acceptance of the order and is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Building Register. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer and are subject to annual increase not greater than the cumulative RPI plus 5% or the then current price listed in Building Register's published price list.

9. Once the order has been processed the Customer accepts that it is their sole responsibility, and the Customer has a maximum of THREE months to complete the Evaluation Questionnaire and provide content for their web site (if applicable), after which time the Customer will be charged an additional administration fee to process this information. Failure to complete the Evaluation Questionnaire and provide the information means that the Customer accepts that their entry will remain inaccurate.

10. THE MINIMUM TERM OF THIS AGREEMENT IS FOR THE PERIOD SET OUT ON THE AUTHORISATION ORDER FORM, AFTER WHICH TIME THIS AGREEMENT WILL EXTEND FOR FURTHER ANNUAL PERIODS OR PERIODS OF SIX MONTHS IF THE MINIMUM TERM IS SIX MONTHS ("each hereinafter referred to as a RENEWAL TERM") UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO TERMINATE THIS AGREEMENT NOT LESS THAN THREE MONTHS PRIOR TO THE END OF THE MINIMUM TERM OR ANY RENEWAL TERM, SUCH NOTICE TAKING EFFECT AT THE END OF THE MINIMUM TERM OR RENEWAL TERM IN WHICH SUCH NOTICE EXPIRES. ALL NOTICES MUST BE ISSUED ON COMPANY LETTERHEAD, SIGNED & POSTED BY RECORDED DELIVERY AND YOU MUST KEEP A COPY OF THE RECORDED DELIVERY SLIP AS PROOF OF DELIVERY. IF NO NOTICE HAS BEEN RECEIVED IN ACCORDANCE WITH THIS CLAUSE 10, IT IS ACCEPTED BY THE CUSTOMER THAT AN INVOICE WILL BE AUTOMATICALLY ISSUED WHICH WILL BECOME PAYABLE AT THE COMMENCEMENT OF EACH RENEWAL TERM.

11. The Customer shall pay the price of the Service(s) as set in the order within 7 days following the date of invoice in cleared funds without any deduction or set-off. The time of payment of the price shall be of the essence of the Contract.

12. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Building Register, Building Register will take appropriate action to collect the debt and shall also be entitled to:

(a) Terminate the Contract or suspend access to Building Register; and/or

(b) Immediately suspend the provision of any Service(s); AND/OR

(c) Charge the Customer interest and statutory compensation (both before and after a judgment) in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. Where that Act is not applicable Building Register may charge the Customer interest (both before and after any judgment) on the unpaid amount at the rate of 3%



per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13. When the Customer's order for the Service(s) is accepted under clause 2, Building Register grants the Customer a non-exclusive, non-transferable licence to use Building Register, the Service(s) and the Information for the Minimum Term and for any Renewal Term subject to the payment of an increased annual renewal fee as described in clause 8. This licence to use Building Register, the Services and the Information shall be governed by the Building Register User Terms, the provisions of this Condition 13 and the provisions of this Contract:

13.1 The Customer warrants, represents and undertakes that it shall and shall procure that all relevant third parties within its power and control shall: (a) ensure that each End User uses his/her own username and password for his/her own purposes only and does not divulge such name or password to a third party; (b) use the Information and Service(s) only for its own internal requirements and only in the course of its business; (c) keep possession of and control over the Information, keep the Information confidential and not disclose or make available the Information or Service(s) to any third party; (d) adopt and maintain appropriate security measures to prevent access to the Information and Service(s) by any third party and notify us immediately if it become aware of any unauthorised disclosure, use or copying of the Information; (e) ensure that any copyright notice, trade mark, trade name, marking or notice contained in the Information is not removed, amended or obscured; and (f) maintain and provide to us upon request a complete and accurate record of its use of the Information.

13.2 Customer shall not, nor knowingly permit any third party to: (a) misuse (including by introducing viruses or other harmful material) the Information or Service; (b) use, publish, reproduce, sell or distribute Information or access to the Service other than in accordance with the permitted uses under this Contract; (c) reproduce or supply physical or electronic copies of the Information (or extracts of such), including but not limited to any third party; (d) alter or attempt to alter the Information or Service(s) or any parts thereof; (e) attempt to gain unauthorised access to the Information or Service(s); (f) copy the Information or Service(s) or any part thereof; (g) copy or use any registered or unregistered trademarks; or (h) create or offer a competing product or service on the basis of the Information or Service(s).

14. Except in respect of death or personal injury caused by Building Register's negligence, Building Register shall not be liable to the Customer, for any "Consequential Loss", costs, expenses or other claims for compensation whatsoever (whether caused by the negligence or breach of statutory duty of Building Register, its employees or agents or otherwise) which arise out of or in connection with the sale and supply of Building Register or the Building Register Service(s) or its use by the Customer, and the entire liability of Building Register under or in connection with the Contract shall not exceed the price of the Building Register Service(s), except as expressly provided in the Conditions. "Consequential Loss" shall for these purposes mean

- (i) pure economic loss;
- (ii) loss of profits (whether categorised as direct or indirect);
- (iii) losses arising from business interruption;
- (iv) loss of business revenue, goodwill, anticipated savings,
- (v) losses whether or not occurring in the normal course of business, wasted management or staff time
- (vi) loss or corruption of data.

15. Building Register SHALL NOT BE LIABLE to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Building Register's obligations in relation to the provision of the Building Register Service(s), if the delay or failure was due to any cause beyond Building Register's reasonable control.

16. Subject as expressly provided in the Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Without prejudice to any other right or remedy available to Building Register, in the event the Customer becomes insolvent or commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified of the breach, Building Register shall be entitled to terminate the Contract or suspend any further access to Building Register under the Contract without any liability to the Customer, and if Building Register has been accessed by the Customer but not paid for by the Customer, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. Building Register is a member of a group of companies and accordingly Building Register may perform any of its obligations or exercise any of its rights under the Conditions by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Building Register.

19. Building Register's employees or agents ARE NOT authorised to make any representations concerning Building Register or the Building Register Service(s) unless confirmed by a Building Register director IN WRITING. In entering into the Contract the Customer acknowledges that it does not rely on any such representations, which are not so confirmed.

20. No variation to these Conditions shall be binding unless agreed IN WRITING between the authorised representatives of the Customer and Building Register. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Building Register shall be subject to correction without any liability on the part of Building Register. Any literature published by Building Register in respect of Building Register is for guidance only.

21. Any notice required or permitted to be given by either party to the other under these Conditions shall be IN WRITING AND **MUST BE SENT BY RECORDED DELIVERY** addressed to that other party at its registered offices or trading offices or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

22. No waiver by Building Register of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

24. The Contract shall be governed by the laws of England and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

By entering your own security answer and password whilst completing the Building Register on-line Sales Order Process, or by signing an order form, you agree to comply with the Authorisation Order Form Terms and Conditions.