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1. Introduction

1.1 Purpose

BREEAM In-Use is a scheme to help building managers reduce the running costs and improve the environmental performance of existing buildings. Users of BREEAM In-Use collect and input measurements and data into an online system, access to which is subject to successful completion of a training module, payment of an associated fee, and agreement to the terms and conditions described herein.

1.2 Intent

By accessing the BREEAM In-Use online system, you agree to be legally bound to BRE Global Ltd (“BRE Global”) by the following terms and conditions of use and privacy policy (collectively referred to as the “Agreement”). If you are acting on behalf of an organisation, you and that organisation shall be jointly and severally liable for the obligations and liabilities described herein. If you do not intend to be bound by this Agreement or have legal capacity to bind your organisation to these terms you must not access the BREEAM In-Use online system. By accessing the system you warrant and acknowledge that you have read and understand this Agreement and that you have and will continue to act in accordance with it.

2. User obligations

2.1 Compliance


You must comply with applicable laws, the Agreement (as amended from time to time), the BREEAM In-Use scheme document (SD096), and any applicable policies, procedures and guidance issued by BRE Global.

2.2 Warranty and licence

By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is not confidential, and not in violation of any contractual restrictions or other third party rights.

Additionally, you grant BRE Global an irrevocable, worldwide, perpetual, unlimited, assignable, sub-licensable, fully paid up and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyse, use and commercialise, in any way now known or in the future discovered, any information you provide, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss.

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2.3 Eligibility

You warrant that you meet all eligibility criteria to access the BREEAM In-Use online system, namely that you (a) have successfully completed the prerequisite training or otherwise have received permission of access from BRE Global, (b) will use BREEAM In-Use for its intended purpose and that you do not and will not operate a scheme or methodology that competes with BREEAM In-Use (c) will only hold one access registration at any given time and not permit others to use your access (d) will not violate any rights of BRE Global, including intellectual property rights such as copyright or trade mark and (e) will provide at your own cost all equipment, software, and online access necessary to access the online system.

2.4 Indemnity

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable legal fees and costs) related to all third party claims, charges, and investigations, caused by or arising from (a) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights, (b) any content you submit for BREEAM In-Use, or (c) your failure to receive critical information about the service where BRE Global has undertaken reasonable endeavours to notify you.

2.5 Payment


You agree to pay the applicable fees for any prerequisite training and for BREEAM In-Use registration credits in according with the BREEAM In-Use fee sheet as amended from time to time within thirty (30) days plus VAT (where applicable). You shall also be liable to pay all collection costs and statutory interest for any overdue amounts.

3. User rights

On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, nonexclusive, non-assignable, non-sub-licensable licence and right to access the BREEAM In-Use online system and input, view and/or use information in accordance with this Agreement. Any other use of BREEAM In-Use is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in BREEAM In-Use and all related items.

4. BRE Global obligations

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For as long as BRE Global continues to offer the BREEAM In-Use service and you meet the eligibility requirements and other obligations set out in this agreement, you shall be permitted access to the BREEAM In-Use online system. BRE Global shall maintain the online system in good working order, rectifying bugs and defects expediently as they become known, and shall endeavour to improve the user experience and expand the functionality of the system on an on-going basis.

5. BRE Global rights

In addition to any other BRE Global rights set out elsewhere in this Agreement, BRE Global shall reserve the following rights. BRE Global may modify, replace, refuse access to, suspend or discontinue the BREEAM In-Use online system, partially or entirely, or change and modify prices for all or part of the BREEAM In-Use services at our sole discretion. All such changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. For avoidance of doubt, BRE Global has no obligation to store, maintain or provide you a copy of any user-provided content. You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to (a) comply with legal or regulatory process; (b) enforce this Agreement; (c) respond to claims of a violation of third party rights; (d) enable an authorised BREEAM In-Use auditor to verify the information; or (d) respond to customer service enquiries where BRE Global reasonably understands the enquirer to be a colleague or affiliate of yours.

6. Disclaimer


BRE Global provides the BREEAM In-Use online system and all information and services on an “as is” and “as available” basis and does not provide any express warranties or representations.

To the fullest extent permissible under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, accuracy of data, and non-infringement of third party rights. If you are dissatisfied with the BREEAM In-Use online system, discontinuation of use and termination of this Agreement shall be your sole and exclusive remedy.

BRE Global does not guarantee that the services it provides will function without interruption or errors in functioning (whether due to maintenance, updates, system or network failures, or otherwise) and disclaims all liability for damages caused by any such interruption or errors in functioning.

7. Limitation of Liability

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Except in respect of death or personal injury caused by BRE Global's negligent, or for fraudulent or wilful misconduct, BRE Global's liability to you whether in contract, tort (including negligence), statute or otherwise shall be limited to the greater of 115% of the amount actually paid by you for access and use of the BREEAM In-Use online system or £5,000. BRE Global shall have no liability to you or any third person whatsoever for any loss of use, profit, revenue or data nor for any special, incidental, indirect, or consequential losses howsoever arising. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different.

8. Termination

Either party may terminate the Agreement and consequently your access to the BREEAM In-Use online system for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. Such termination may necessarily restrict or prohibit your use of any or all parts of the BREEAM In-Use scheme and you warrant that you understand and acknowledge that BRE Global shall have no liability to you by virtue of termination and that any fees paid shall be non-refundable unless BRE Global has terminated the Agreement for no reason or a reason other than your breach of any term of this Agreement (including failure to pay any sums as they fall due). The terms of this Agreement which by their nature are reasonably inferred to apply following expiry or termination shall survive any termination.


9. Dispute Resolution

This Agreement shall be governed by English law notwithstanding of any conflicts of law principles and all claims arising are subject to the exclusive jurisdiction of the courts of England and Wales except for injunctive or other urgent legal relief which may be sought by BRE Global in any court of competent jurisdiction. A party may seek to refer a dispute to the London Court of International Arbitration in accordance with its rules for resolution which shall be final and binding unless such decision is referred to an appropriate English court on a question of law.

10. General Terms

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

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Notices shall be served to you at any address you have provided to BRE Global, or your company's registered address, unless you specify another address in writing. Notices to BRE Global shall be address to Bucknalls Lane, Garston, Hertfordshire, UK, WD25 9XX.

You agree that this Agreement constitutes the entire agreement between you and BRE Global regarding the access and use of the BREEAM In-Use online system and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement, unless a specific provision to the contrary exists in another effective agreement between you and BRE Global.

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at <http://www.breeaminuse.org.uk/or> notifying you otherwise.

BRE Global's failure or delay to act with respect to a breach of this Agreement by you does not constitute a waiver with respect to that breach or subsequent similar or other breaches and BRE Global reserves all rights.

No one other than BRE Global, its affiliates, you and any organisation you have effectively bound to this Agreement may enforce its provisions.


You may not assign or delegate any rights or obligations under the Agreement without the written authorisation of BRE Global. BRE Global may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you.

11. Privacy Policy

The Data Protection Act governs the collection, storage, use and transfer of personal data, for example, name, address, and email. To the extent personal information is collected and held by BRE Global, BRE Global shall abide by the Act. BRE Global is committed to respecting the privacy of users entering this site and we recognise the importance of the responsible use of information collected on this site. BRE Global will use its best endeavours to security of personal information you supply, and you have the right to access and correct your personal information you have supplied at any time by writing to inuse@bre.co.uk. Except as required by law, BRE Global will not transfer your personally identifiable information to anyone, but may use non-personal data for the purpose of product development, derivation, research, publicity marketing and/or other activities. Any changes to our privacy policy shall be posted at <http://www.breeaminuse.org.ukand/or> notified you otherwise.

This Agreement governs the BREEAM In-Use online system. The Terms and Conditions of Use and Privacy Policy for the access and use of any BRE group webpage, including for BREEAM In-

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Use, can be found by accessing a link in the footer of that webpage. Information about cookies and internet data can be found in such terms.

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