

Terms of Business



Constructionline

004 11-07-2018

Terms of Business

PLEASE NOTE: These terms of business govern the relationship between You as a Buyer or Supplier respectively and Us as a provider of Services to You in your capacity as Buyer or Supplier. Please read these carefully as they affect Your rights under the law and take effect to become binding on You without a requirement for Your signature (please see clause 2 below for more detail on this). If You do not agree with these terms of business, please do not submit a completed Registration on our Site, or send Us Your Application Form, or (if applicable) make payment of any Fee.

1. Definitions

In this Agreement, the following words have the meanings set out below:

Acclaim Accreditation – a service provided to Constructionline Suppliers to assess whether such Supplier has provided evidence of having the required Health and Safety management systems and controls in place in accordance with Construction (Design and Management) Regulations 2015

Agreement – the agreement between each Member and Constructionline which consists of those conditions in these terms of business which are stated herein to apply to You as a Buyer and/or You as a Supplier respectively including without limitation the Code of Conduct and Site Terms of Use.

Application Form – the profile-builder form which prospective Buyers and Suppliers are required to complete on the Site in order to become a Member

Buyer - the people and organisations who We authorise to have access to the database for the purpose of identifying Suppliers from whom to buy products, supplies or services

Code of Conduct – the document at Schedule 1 to these Terms of Business which sets out Buyers' obligations in respect to Your use of the Database

Controller, Data Controller, Processor, Data Processor, Data Subject, Joint Controller, Personal Data, processing and appropriate technical and organisational measures: as set out in the Data Protection Laws (as defined below) in force at the time

Criteria - the requirements set by Us from time to time which prospective Suppliers must meet in order to become a Member

Data – the information provided by Suppliers to Us in the Application Form, and any other information provided to us for our Database which we may include in the Database Copy at any time.

Database – the database of Suppliers which is made available to Buyers on our Site following Buyer Registration and payment of a Fee if applicable and which includes Database Copy

Database Copy – information about Suppliers taken from the Data and included on the Database

Data Protection Laws: the Data Protection Act 1998 and any related legislation or regulation in place from time to time including the General Data Protection Regulation (GDPR)(EU) 2016/679 (“GDPR”)

Free Trial Member – a prospective Buyer or Supplier that has registered on the Site but whose details have not been verified by Us or whose details are no longer up to date

GDPR: as defined at Data Protections Laws definition above

Intellectual Property Rights – copyrights, patents, trademarks, service marks, database rights, design rights (whether registered or unregistered), trade secrets and all other similar rights of ownership

Licence – the licence we grant to Buyers under clause 5 of this Agreement so that You can access the Database to use the Database Copy and any Supporting Documents

Member – means You in your capacity as a Buyer or Supplier (or both) as identified by You in Your Registration and Application form and as authorized by Us to access the Site and Database and / or make use of our Services as applicable to Your Membership Category

Membership Category(ies) – the category or categories (as applicable) chosen by You during Registration which indicate to Us whether you are a Buyer or Supplier or both and which type of Services you require from Us

Membership Fee(s) (or Fee(s))– the fee(s) payable by You to Us in accordance with Your Membership Category(ies), as indicated from time to time on the Site, including without limitation any Renewal Fee

Privacy Notice: the privacy notice for this Agreement provided by Us between Us and You

Services – the services we provide to You as a Buyer and / or You as a Supplier, depending on the Membership Category you choose during Registration and which includes without limitation Acclaim Accreditation and access to the Database

Site – the Constructionline website at www.constructionline.co.uk and the Members' platform accessible via the website for Members and prospective Members

Site Terms of Use – the terms and conditions detailed within the Legal section on the Site which set out Your obligations in respect to Your access to and use of the Site

Registration – the process you are required to complete in order to become a Member

Renewal Fee – the Fee payable annually for the renewal of Your Membership, as set out on the Site from time to time and as invoiced to You by Us in advance of your Membership Renewal in accordance with clause 12 below

Supplier - means the person(s) or organization that has successfully registered with Constructionline with the intention that information about them is included on the Database so that Buyers may access their services

Supporting Documents – the operating manuals, user instructions, technical literature and all other related material we may provide to you from time to time to support Your use of the Database and the Database Copy

“We”, “Us”, “Our” – means Supplier Assessment Services Limited trading as “Constructionline” a company incorporated and registered in England and Wales with company number 11188766 whose registered office is at Almack House, 28 King Street, St James's, London, SW1Y 6QW

“You”, “Your” – the person(s) or organization(s) named as the Buyer or Supplier in your Registration

2. Start Date

2.1 This Agreement comes into force on the date We receive payment of Your initial Supplier Fee or Buyer Fee (as applicable) or, if no Fee is payable, on the date You complete Your Registration.

2.2 The Agreement will continue for 12 months, unless terminated or renewed in line with clause 12.

3. Registration Process

3.1 In order to become a Member, you are required to complete the Registration process (including the Application Form) via the Site. As part of your Registration, You will choose the Services you would like to purchase from Us, indicating whether you are a Buyer, a Supplier, or both.

3.2 Registration requirements are set out on the Site and may be amended from time to time. Suppliers must also meet the applicable Criteria.

Suppliers

3.3 You warrant that the information provided to us during your Registration and on your Application Form is current, accurate and complete and not misleading.

3.4 In return for your payment of the Fee(s), We will process Your Application Form and, if You are eligible, We will include Your Data on the Database subject to the provisions of clause 8 below.

3.5 If We do not receive a completed Application Form as part of your Registration We will be unable to process Your application in order for you to become a Member and any Fee paid at Registration will not be refunded. You will remain a Free Trial Member until your Application Form has been completed and authorized by Us.

3.6 You acknowledge and agree that we may share any Data You have provided to Us with third parties for the purposes of verifying its compliance with the warranty provided under clause 3.3 above, notwithstanding that We are not obliged to do so.

4. Fee

4.1 Fees are payable annually and will be invoiced for each twelve month period rolling from your first Registration date and thereafter from the date of your last payment to Us. Invoices will be raised 30 days in advance of Your next due payment date.

4.2 You will pay in full the Fee(s) applicable to your Membership Category(ies) as shown on the Site and in line with Our invoice.

4.3 You will make payment of all Fee(s) within 30 days of the date of invoice.

4.4 Where VAT is applicable, this will be applied at the prevailing rate and is payable in addition to the Fee(s).

4.5 You will pay all amounts due under this Agreement in full, without withholding any amount in respect of monies We may owe You.

4.6 You understand and accept that if We:

(a) reject Your application or withdraw the Database Copy in line with clause 8 (Database and Database Copy); and/or

(b) You do not achieve an Acclaim Accreditation and/or

(c) You fail to provide the information requested by Us as part of your Application Form You will still have to pay the

Fee(s) you incurred at Registration and shown in the invoice in full and no refunds will be given.

4.7 In the event that You do not make proper payment of any amount due under this Agreement, We may charge interest on the overdue amount from the first date such amount becomes overdue at 3% above the prevailing Barclays Bank Ltd base rate, such interest to be compounded quarterly.

4.8 You acknowledge that part of our Fee structure is set against Your turnover (Suppliers) or number of suppliers (Buyers). In the event that Your turnover or supplier volumes change such that You move into a new Fee bracket, You must advise us of this without delay.

4.9 We reserve the right to amend our Fees at any time and any changes to Fees will come into effect at your next renewal date.

5. Licence to Use the Database (Buyers)

5.1 In return for Your compliance with Your obligations under this Agreement, and if applicable Your payment of the Fee(s), We grant you (on the terms set out in this Agreement) a right to use the Database and a Licence (which is not exclusive to you and which you cannot transfer to any other person) to use the Database Copy for the sole purpose of identifying Suppliers from whom you can buy products, services and work.

5.2 We will not transfer any title, rights of ownership or Intellectual Property Rights in the Database or the Supporting Documents to you. You will not remove or delete any marks of ownership on the Supporting Documents.

5.3 At all times when accessing and using the Database You will comply with the Code of Conduct and you will ensure that the Code of Conduct is included in Your applicable business processes to ensure the appropriate use of the Database by all Your users.

6. Data Protection

Supplier Sign Up

6.1 During Registration, we may collect certain information from You (the Supplier) as defined in the Privacy Notice which would constitute Personal Data (as defined by Data Protection Laws), including without limitation information on Your directors and other company officers. The Personal Data will be used for the purposes as defined in the Privacy Notice.

6.2 In respect of clause 6.1, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

6.3 You warrant that you have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You, such Personal Data that will permit us to use the Personal Data for the purposes as defined in Our Privacy Notice and in compliance with the Data Protection Laws.

Buyer (Sign Up Stage)

6.4 During the Buyer sign up process, we may collect certain information from You (the Buyer) as defined in the Privacy Notice which may constitute Personal Data (as defined by Data Protection Laws). Such Personal Data will be used for the purposes as defined in the Privacy Notice

6.5 In respect of clause 6.4, You acknowledge and agree that You remain a Data Controller in respect of such Personal Data and that, in conjunction, We will act as Joint Controller, as defined under Article 26 of the GDPR.

6.6 You warrant that you have the correct lawful grounds and basis for providing to Us, or allowing Us to collect from You such Personal Data which will permit us to use the Personal Data for the purposes as defined in the Privacy Notice and in compliance with the Data Protection Laws

Buyer (Supply Chain Onboarding Stage)

6.7 During or following Your Registration, we may collect certain information from You as defined in the Privacy Notice about your current suppliers which may constitute Personal Data, including without limitation information on such suppliers' directors and other company officers. Such Personal Data shall be used for the purposes as defined in the Privacy Notice.

6.8 In respect of such Personal Data collected from You, You acknowledge and agree that You remain the Data Controller in respect of such Personal Data and that We will act as Data Processor.

6.9 You warrant to Us that you have lawful grounds for processing Personal Data.

6.10 Where We process such Personal Data under or in connection with this Agreement, We shall:

6.10.1 save as required otherwise by law, only process the Personal Data as supplied by You as is necessary to perform Our obligations under this Agreement and only in accordance with the Privacy Notice or as instructed by You;

6.10.2 put in place appropriate technical and organisational measures to meet our obligations under the Data Protections Laws which You agree are appropriate measures;

6.10.3 ensure that Our staff who have access to such Personal Data are subject to appropriate confidentiality obligations;

6.10.4 be entitled to engage sub-processors to process such Personal Data;

6.10.5 not process or transfer the Personal Data referred to under clause 6.7 outside the European Economic Area without the prior documented consent from You (which consent is also to be provided by You on behalf of any third party without delay);

6.10.6 have in place the appropriate technical and organisational security measures to protect Personal Data referred to in clause 6.7 against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

6.10.7 notify You without undue delay after becoming aware of any personal data breach involving Personal Data, taking into account the nature of processing and the information available to Us;

6.10.8 take appropriate technical and organisational measures, insofar as is possible, to assist You in responding to requests for data (but We will not itself respond to any such data subject request except on written instructions from the You). Furthermore, We will, upon Your request, provide assistance to the You relating to Your obligations under Articles 32-36 of the GDPR taking into account the information available to Us. We may charge You our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause;

6.10.9 will make available to You such information as You reasonably requests to show compliance with Article 28 of the GDPR and permit and contribute to such audits conducted by the You (or Your appointed auditors). You will give reasonable notice of any audit and will be fully liable for any associated costs (including Ours.); and

6.10.10 save as may be required by law, at Your cost and option either delete or return the Personal Data provided by You to You on expiry or termination of this Agreement provided always that nothing in this clause shall oblige Us to provide assistance which does not relate directly to the Services or information that we have acquired from another source;

6.10.11 We shall inform You in writing if, in Our opinion, an instruction from You infringes the Data Protection Laws but only in relation to a breach of the GDPR and/or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, you acknowledge that:

- (a) this clause shall not relieve You of Your obligation to ensure that all instructions to Us comply with all applicable legislation, including all Data Protection Laws; and
- (b) We may charge You Our reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing You with co-operation and assistance as required by this clause.

6.11 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

- (a) any changes/modifications to the Data Protection Laws (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems We use to process the Personal Data;
- (b) any new, clarified or amended guidance or policies issued by a supervisory authority; and
- (c) any direction or instruction issued by a supervisory authority (whether relating to You or Us in respect of the Services (including any processing of the Personal Data));

then any increased effort or costs incurred by Us in association with the aforementioned shall be additionally chargeable to You.

6.12 You shall indemnify Us against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of the Data Protection Laws by You, or Us acting in accordance with any instruction, policy or procedure of Yours.

Supplier and Buyer as Joint Controllers

6.13 Where this Agreement defines both parties as Joint Controller, each party shall comply with all the obligations imposed on a controller under the Data Protection Laws, and if any material breach of the Data Protection Laws comes to the attention of one party, that party shall provide written notice to the other as soon as is reasonably possible and the parties shall work together to resolve. If the party in breach has not resolved the breach in compliance with the Data Protection Laws within 42 days of the notice the party not in breach shall be entitled to terminate this Agreement with immediate effect.

6.14 Where this Agreement defines both parties as Joint Controllers, each party shall:

- (a) ensure that it has all necessary notices and appropriate lawful basis in place to enable lawful transfer of the Personal Data to the Permitted Recipients (as defined in the Privacy Notice) for the Agreed Purposes;
- (b) give full information on written request from the other party within a reasonable period of time to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process as Joint Controllers the Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data;
- (f) not transfer any Personal Data received from the other party outside the EEA unless the transferor;
- (i) complies with the provisions of Articles 26 GDPR (in the event the third party is a joint controller); and
- (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

6.15 Where this Agreement defines both parties as Joint Controllers, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the party disclosing Personal Data, delete or return that Personal Data and copies thereof to that party on termination of this agreement unless required by law to store the Personal Data;
- (h) use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this sub clause; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

General

6.16 Each party shall indemnify the other against all reasonably foreseeable, fully mitigated and legally enforceable liabilities, costs, expenses, damages and losses, fines, penalties and legal costs (calculated on a reasonable basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with a breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

6.17 Our total liability cap to you under all clauses and sub clauses of this clause 6, shall be covered and included under the cap as stated at clause 10.8.

7. Confidentiality

7.1 You will (and You will ensure that Your employees, agents, elected members, officials, trustees and advisers will) treat as strictly confidential and keep secret the Database Copy and the Supporting Documents, and all other information We give You. Other than as expressly granted under this Agreement, You shall prevent and not allow any Database Copy to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or manner by You (or your employees, agents, elected members, officials, trustees and advisers if applicable).

7.2 You will only share Database Copy, Supporting Documents or information with those employees, agents, elected members, officials, trustees and advisers who need to know it. You will make sure that such employees, agents, elected members, officials, trustees and advisers agree (before You give them that Database Copy, Supporting Documents or information) to meet their obligations under this clause 7.

7.3 You will indemnify us for any claims, losses, liabilities, costs and expenses We suffer as a result of Your failure to act in line with clause 7, including any failure by Your employees, agents, elected members, officials, trustees and advisors to do the same.

7.4 You will comply at all times with the Freedom of Information Act 2000 and any other amending legislation in place from time to time.

8. Database and Database Copy

Your Obligations

8.1 You warrant that:

(a) all Data You provide us with is complete, accurate, current and not misleading; and
(b) Our inclusion of the Data in the Database Copy for use by any other person will not infringe the right of another person in respect of any trademarks or any other Intellectual Property Rights.

8.2 For the duration of this Agreement, You will be entitled to review the Database Copy (by giving us reasonable notice) during normal business hours. You will also be entitled to amend any inaccuracies by sending Us notice in writing.

8.3 You are responsible for telling us if the Database Copy is not correct or up to date, including in respect to any Database Copy that has been amended from time to time. Unless You notify us otherwise in writing, We will assume that the information in the Database Copy is correct and up to date.

8.4 You will tell Us in writing immediately if the Data is no longer correct, or if You become aware that any information on the Database Copy is not correct, and send Us any information We may reasonably need or ask for to make the Database Copy correct. We will amend the information on the Database Copy within 14 days of You telling Us about any necessary amendments.

8.5 You acknowledge and agree that We will be entitled to make whatever alterations We consider necessary or desirable to the Database Copy at any time as long as the information contained still accurately reflects the Data; and

8.6 You will indemnify Us for any claims, losses, liabilities, costs and expenses We suffer as a result of any false, inaccurate, out of date or misleading information You provide. You will also indemnify Us for any royalty, compensation or other amount which We become liable to pay to any other person in connection with Your breach of clause 8.1(b) above.

8.7 If 'You' includes two or more legal persons, You will each be liable jointly and separately for any liability You may have under this Agreement.

Our Treatment of the Data You Provide

8.8 We will use the Data as We see fit to create the Database Copy and will take reasonable care in preparing the Database Copy and publishing it on the Database.

8.9 Unless You tell Us not to during Registration, We will provide access to the Data, the Database Copy and/or an extract from the Database to Buyers and we may allow the transfer of the Data, the Database Copy and/or an extract from the Database to other third parties.

8.10 We are entitled to withdraw the Database Copy from the Database without giving you prior notice if you any of the events listed in clause 12.5(c) apply to You. If you fail to pay Your Fee(s) (including any Renewal Fee), we will not withdraw the Database Copy but You will be downgraded to a Free Trial Member.

8.11 If You have been downgraded to a Free Trial Member and you subsequently make payment to us of Your Fee(s), We will submit a request to You to review Your existing Database Copy and to update and amend it where necessary. Once we have received your confirmation that such Database Copy is complete, accurate and up to date, we will upgrade You to a full Member subject to Our verification of Your renewed Database Copy.

8.12 We accept no liability whatsoever for any losses or damage you suffer as a result of any action taken by Us under this clause 8.

8.13 Nothing in this Agreement is intended to affect your Intellectual Property Rights in the Data you provide to Us.

9. Acclaim Accreditation

Suppliers

9.1 If You indicate in the Application Form that You wish to purchase an Acclaim Accreditation assessment You must provide to Us all of the information (in a complete and accurate form) requested by Us within seven (7) days of:

- (a) completing the Application Form; and/or
- (b) any further request for information that We issue to You with regards to the Acclaim Accreditation assessment.

9.2 If You fail to provide such information within twenty one (21) days from the timescale set out in 9.1 above, We will determine that you do not require an Acclaim Accreditation and will take no further action with regards to Your Acclaim Accreditation assessment.

9.3 Acclaim Accreditation is a service that is only available to Constructionline registered Suppliers. Should Your Constructionline registration be terminated or expire for any reason, any Acclaim Accreditation You may have obtained will be terminated or will expire at the same time.

Buyers

9.4 The Database will display Suppliers' Acclaim Accreditations for Buyers' information.

9.5 We make no warranties to Members that any Supplier will act in a manner consistent with the applicable management systems and controls which were in evidence at the time such Supplier's Acclaim Accreditation was issued.

10. Liability

Suppliers

10.1 If We fail to correct, within 14 days, any mistakes in the Database Copy that You tell us about in accordance with clause 8 above, We will be liable to You for any direct losses you suffer as a result. Our liability in these circumstances will be limited to an amount equal to the Fee(s) set out in Your last invoice, provided such Fee(s) have been paid. In the event that your last invoice has not yet been paid, we will have no liability whatsoever to you under this clause 10.1.

10.2 Other than under clause 10.1 above or where we have breached this Agreement and subject to clause 10.6 below, We will not be liable to You for any loss, liability, claim or damage arising in relation to this Agreement, or our provision of the Services.

Buyers

10.3 Although We will take reasonable care when preparing the Database Copy, You acknowledge that:

(a) We are entirely reliant on Suppliers providing Us with accurate, up to date and complete Data and keeping us informed about any changes to such Data. You also acknowledge that the Data that is provided to us is only accurate at the time it is provided and does not provide any guarantee of a Supplier's ongoing status and compliance; and

(b) We have not created the Database to meet Your own specific requirements.

10.4 Accordingly, it is Your responsibility to verify any information provided in the Database and to carry out any further checks You may require prior to the award of work to a particular Supplier.

10.5 Other than where we have breached this Agreement, we do not accept any liability for any claims, liability, loss, damage, costs or expenses whatsoever in connection with the Database Copy or the failure of the Database to provide any particular facility or function.

Buyers and Suppliers

10.6 Nothing in this Agreement excludes or limits Our liability for death or personal injury caused by Our negligence.

10.7 Subject to clause 10.6 above, neither of us shall be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement:

(a) any loss of profits, or loss of business, contracts, anticipated savings, anticipated business, goodwill or revenue; or

(b) any indirect or consequential loss or damage whatsoever

even if we were advised in advance of the possibility of such loss or damage.

10.8 Subject to clause 10.6 below, Our total liability to You under or in relation to this Agreement (whether in contract, negligence, by indemnity or otherwise) will never be more than £20,000 in aggregate.

10.9 If You are a joint venture or partnership or any other organisation that is made up of more than one legal person, your liability to Us under this Agreement is joint and several.

11. Support

11.1 We will provide you with phone advice and technical support services about completing Registration and using the Database. If you would like details of this, please ask Us.

12. Termination or Renewal

Buyers

12.1 We may terminate this Agreement (including, but not limited to, the Licence) immediately by giving You notice in writing if:

(a) You breach any of Your obligations under this Agreement (including without limitation a breach of the Terms of Use) and (in the event that such breach is capable of remedy) You fail to remedy the breach within seven days of receiving notice in writing from Us asking You to do so;

(b) You do not use the Database for more than six months, unless You agree this with Us in writing; (c) You:

(i) are made bankrupt;

(ii) have a receiver or an administrative receiver appointed over You or any part of Your business or assets;

(iii) pass a resolution for winding up (otherwise than for a genuine scheme of solvent merger or reconstruction), or a

court makes an order to that effect;

(iv) enter into any voluntary arrangement with Your creditors;

(v) have to follow an administration order; or

(vi) stop trading.

12.2 You may terminate this Agreement at any time by giving Us notice in writing. You may also terminate this Agreement under clause 15 (Changes to the Agreement) below.

12.3 Termination of this Agreement will automatically terminate the Licence and You will not be entitled to any refund of any Fee(s) paid.

12.4 Termination of this Agreement will not affect either of our rights or responsibilities which continue up to the date this Agreement ends. Clauses 6, 7, 10, 16, 17 and 18 will continue to apply following termination of the Agreement.

Suppliers

12.5 We may terminate this Agreement immediately by giving You notice in writing if:

(a) You breach any of Your obligations under this Agreement (including without limitation a failure to meet any of the Registration requirements we issue from time to time and / or a breach of the Terms of Use) and (in the event that such failure or breach is capable of remedy) You fail to remedy it within seven days of receiving notice in writing from Us asking You to do so;

(b) You do not complete your Registration within six months of the start of this Agreement, unless You agree this with Us in writing;

(c) You:

(i) are made bankrupt;

(ii) have a receiver or an administrative receiver appointed over You or any part of Your business or assets;

(iii) pass a resolution for winding up (otherwise than for a genuine scheme of solvent merger or reconstruction), or a court makes an order to that effect;

(iv) enter into any voluntary arrangement with Your creditors;

(v) have to follow an administration order; or

(vi) stop trading.

12.6 In the event that You do not contact us in accordance with clause 8.11 above, we may terminate this Agreement upon the provision of notice to you in writing.

12.7 You may terminate this Agreement at any time by giving Us notice in writing. You may also terminate this Agreement under clause 15 (Changes to the Agreement) below.

12.8 Termination of this Agreement will mean you are removed from the Database with effect from the date of your termination. You will not be entitled to any refund of any Fee(s) paid.

12.9 Termination of this Agreement will not affect either of our rights or responsibilities which continue up to the date this Agreement ends. Clauses 6, 7, 10, 16, 17 and 18 will continue to apply following termination of the Agreement.

Renewal

12.10 Unless it has been terminated or downgraded in accordance with this Agreement, your Membership (and this Agreement) will automatically renew on an annual basis.

12.11 If a Renewal Fee is applicable to your Membership, We will invoice You not later than 30 days before the expiry of your previous year's Membership.

12.12 Payment of any applicable Renewal Fee must be made in accordance with clause 4 above.

12.13 In the event that We have not received payment of your Renewal Fee within 30 days of the date of invoice, You will be downgraded to a Free Trial Member.

13. Events beyond our Control

13.1 Neither We nor You will have any liability whatsoever for any delays or failures in our performance of this Agreement resulting from any event arising beyond our reasonable control (including, but not limited to, war or national emergency, accident, fire, riot and strike).

13.2 We each agree to tell each other immediately about any such event and to try to reduce the effect of such event on the performance of our obligations under the Agreement as soon as reasonably possible.

14. Transferring or Subcontracting

14.1 You may not transfer, subcontract or otherwise pass on any of Your rights or responsibilities under this Agreement without Our advance written permission.

14.2 We will be entitled to transfer, subcontract or otherwise pass on all or any of Our rights and responsibilities under this Agreement to any person without requirement for Your permission. We will give You notice in writing if We do this.

15. Changes to the Agreement

15.1 We may change these Terms of Business and our Fees at any time and any such changes will vary the Agreement between us without the need for your consent.

15.2 We will tell you about any such changes via a notice on the Site and where possible by email and such Changes will not come into force for at least 30 days after we tell you about them and our notification of changes will indicate the date at which the change comes into force.

15.3 If you do not agree with the changes, You may end this Agreement at any time within the 30-day notice period by writing to Us to notify Us that you wish to do so, but You will not be entitled to any refund or other damages or compensation from Us.

16. Partnership

16.1 Nothing in this Agreement is intended to, or shall be interpreted to, establish any partnership or joint venture between You and Us, nor will anything in this Agreement constitute You or Us as being the other's agent. Neither of us is authorized to make or enter into any commitments for or on behalf of the other person. You and We each confirm that we are acting on our own behalf and not for the benefit of any other person.

17. Governing Law

17.1 This Agreement will be governed by English law. Any disputes will be decided by the English courts.

18. Miscellaneous

18.1 This Agreement forms the entire agreement between You and Us, and replaces any previous Agreement(s) in place between us.

18.2 If we fail to use or delay in using any right We have under this Agreement, We do not waive such right and may still use that right (and any other rights under this Agreement) at a later date or in any other situation where You fail to carry out any of Your responsibilities under this Agreement.

18.3 If any provision of this Agreement is held to be illegal or unenforceable, this will not affect the validity or enforceability of any of the other provisions which will still apply and continue to be enforceable by law.

18.4 This agreement is not intended to create any right that any other person can enforce. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.

Schedule 1

Code of Conduct (Buyers)

1. Using the Database

1.1 This Code of Conduct sets out Buyers' requirements for compliant use of the Database and forms part of the Agreement between Us and You as a Buyer.

1.2 We may amend this Code from time to time in line with clause 15 of our Terms of Business.

1.3 You may use the Database Copy for the following purposes only:

- a. To draw up lists of Suppliers to invite to tender or to make specific enquiries about a Supplier
- b. To draw up and maintain in-house lists of Suppliers
- c. To assist with the management of a specific supply chain

2. Reducing Duplication

2.1 When using the Database for the purposes set out in section 1 above, You agree to do the following:

a. amend Your business processes and/or applicable local authority's standing orders and any documents you use for choosing suppliers within 3 months of the start of the Agreement such that:

- (i) Suppliers listed on the Database do not have to provide Data that has already been supplied as part of their Registration with Constructionline; and/or
- (ii) You allow Suppliers on the Database to leave out any repeated questions when filling in Your tender application form

and

b. provide Us with a list of all Your suppliers within 1 month so that We may write to them to tell them on Your behalf that You will be using the Constructionline Database to maintain pre-qualification details from a specified date. Or You may write to them yourself if You prefer. We will then require them to complete our Registration process to become Constructionline Suppliers.

3. Promoting Constructionline

3.1 If Suppliers are aware of the value of being listed on the Database they are more likely to remain registered and keep their information up to date, making it a better tool for You. Accordingly, in order to promote the use of Constructionline and the reduction of duplication we encourage You to:

- a. inform Constructionline Suppliers when you invite them to tender that You sourced them via the Constructionline Database;
- b. support, promote and market the use of Constructionline within Your own organisation and to any other organisations where appropriate; and
- c. do everything reasonably possible to co-operate and co-ordinate with Us when making any comment, statement or communication with any representatives of the press, television, radio or other communications media, about Your use of the Database.