

## Home User Guide (HUG) Terms and Conditions

Registration with the HUG portal through the website will entitle you as the owner or occupier of the property to which a HUG relates to access the HUG for your home in accordance with these terms and conditions (terms). Access to the HUG is granted by NHBC Services Limited (company number 03067703) registered at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP ("NHBC") and is dependent on your acceptance of these terms and conditions. You may decline to accept these terms, however, you will not be able to access your HUG. NHBC shall at all times remain the owner of the HUG and all intellectual property rights for the information contained in your HUG remain with NHBC at all times. Your rights to use the HUG in respect of a particular property shall cease when you cease to be the owner or occupier of that property.

Access to the HUG is controlled via the password which you set up as part of your initial registration. You should not disclose the password to anyone else and you should take all appropriate security measures to ensure that your password does not become known to anyone else. If your password does become known by someone else they may be able to access your HUG and view all the information contained in the HUG including any personal information which you may have uploaded to the HUG. NHBC excludes to the maximum extent permitted by law any responsibility and liability for unauthorised access to your HUG arising as a result of mis-use of your password. If you believe your password may have become known to someone else you should change it immediately. You may change your password at any time through the "My profile" page of the HUG. Access to the HUG is granted for your own personal and non-commercial use only.

The HUG is a live and evolving service and the content of the HUG may be altered at any time, without limitation to the foregoing:

- your builder, developer, or housing provider may add to, remove from or amend any information on the HUG at any time up to 60 days after completion of the purchase of or new tenancy agreement for your home;
- NHBC reserves the right to access all parts of the HUG at any time in order to update or delete information and/or to exercise any of its rights under these terms.

NHBC does not give any warranties of any kind concerning the accuracy or completeness of any information contained on the HUG nor any warranty as to the availability of the website through which the HUG is accessed. NHBC excludes all responsibility for any third party content or availability of the HUG or the website through which the HUG is accessed. You should review the HUG to satisfy yourself as to the accuracy of the information it contains and **you should make your own independent enquiries to confirm any information contained in the HUG before relying on any such information** for example, before ordering any replacement products or materials. If you become aware that any information contained on the HUG is missing, inaccurate or misleading please contact NHBC by emailing [hughelp@nhbc.supportsystem.com](mailto:hughelp@nhbc.supportsystem.com) providing full details of the missing, inaccurate or misleading information. NHBC assumes no responsibility for the loss or deletion of, or failure to upload or store, any information on the HUG including without limitation any information uploaded by you onto the HUG. NHBC recommends that you make backup copies of all information which you upload to the HUG.

Links to external or third party websites or resources uploaded or contained in the Home User Guide, are provided solely for your convenience and we accept no liability to you or any third party for any linked websites or resources. When you access an external website or resource you acknowledge and agree that we have no control over its content.

Any website link from your Home User Guide to an external website or resource does not imply or mean that we endorse or accept any responsibility for the content or the use of such website or resource. We do not give any representation regarding the quality, safety, suitability or reliability of any external websites or resources or any of the content or materials contained in such website or resource. It is important for you to take necessary precautions, especially to ensure appropriate safety from viruses, worms, Trojan horses and other potentially destructive items.

When visiting external websites or resources, you should review such websites' or resources' privacy policies

and other terms of use to learn more about what, why and how they collect and use any personally identifiable information.

In addition to these terms, the NHBC website terms and conditions of use (<http://www.nhbc.co.uk/Legal>) apply to your access to and use of the HUG and any personal data which is uploaded on to the HUG will be processed by NHBC in accordance with the NHBC Privacy Policy (<http://www.nhbc.co.uk/Legal/PrivacyPolicy>)

The website is designed to enable you to upload your own information and material onto the HUG.

You warrant that you have all rights necessary to submit any information and material which you upload onto the HUG at any time.

You must not upload any personal data relating to a third party unless you have their explicit consent to do so. You must not upload, submit or post any comment or content which is obscene, threatening, harassing, libellous, deceptive, fraudulent, offensive or defamatory or that may violate any third party intellectual property rights. NHBC reserves the right to cut, delete, crop, edit, take down, or refuse to publish any comment by you, any data uploaded by you or any of your content in NHBC's sole discretion and NHBC may remove any such comment or content from the Home User Guide at any time.

Save for that content which you have uploaded onto the HUG you must not upload, copy or republish any of the content of the HUG in any other format or on any other site nor must you sell, distribute, publish or commercially exploit any of the information contained on the HUG.

The maximum amount of data which you can upload onto a HUG is currently set at 100MB. NHBC reserves the rights to vary this from time to time, both upwards and downwards.

NHBC does not monitor the content of any social forum that HUG may contain and excludes to the maximum extent permitted by law any liability (i) for any comment or content on any forum within HUG or (ii) arising as a result of you doing or not doing anything in reliance on the content of any advice given or information contained on any forum within HUG. If you become aware of any content of a forum within HUG which breaches these terms or which is incorrect or misleading please notify NHBC at [hughelp@nhbc.supportsystem.com](mailto:hughelp@nhbc.supportsystem.com).

You agree that you will not knowingly post or try to submit any content onto the HUG that contains software viruses or any other computer codes, files or programmes designed to interrupt, destroy or limit functionality of the HUG or any computer software or hardware upon which it is hosted. NHBC does not warrant that the HUG is free from any such virus or other such computer codes files or programmes as referred to in this paragraph and it is your responsibility to use suitable anti-virus software in connection with your access to the HUG.

If you are one of joint owners and/or occupiers of a property you should note that there will only be one HUG for that property and each of the other joint owners and/or occupiers of the property will have full access to that HUG including all information and data contained in and uploaded to that HUG whether by you or one of the other joint owners and/or occupiers.

Your HUG permits you to notify problems to the builder / developer / social housing provider. If you are an NHBC Buildmark policyholder, this will not be taken as formal notification to NHBC of any issue or claim covered by Buildmark and any such claim in respect of this will need to be made separately according to the terms and conditions of Buildmark as outlined on the [NHBC website](#).

NHBC reserves the right to suspend without notice access to the website and gives no warranty that the website will be available at any particular time.

If you sell or terminate the tenancy in respect of your home which has the benefit of a HUG you must:

- Prior to completion of the sale or termination of the tenancy ensure that any data which you have uploaded onto the HUG which you do not wish to be made available to any subsequent purchaser or tenant is deleted from the HUG before completion of your sale or termination of the tenancy.
- Notify NHBC immediately following the sale or termination of the tenancy.
- Immediately stop using the HUG relating to that home.

Your right to access a HUG shall cease on completion of your sale of your home or termination of a tenancy of your home although following such sale NHBC will create a blank HUG for you into which you can move any data which you have uploaded onto the site.

These terms and conditions may be changed from time to time at NHBC's sole discretion and your continued use of the HUG shall be deemed to be acceptance of any such revised terms. Please ensure that you review these terms and conditions regularly. The date on which the terms and conditions were last reviewed is set out below.

NHBC reserves the right to terminate your access to the website and/or any HUG in the event that you are in breach of any of these terms.

These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts

**These terms were last updated 23 February 2018.**