

# NHBC Licence terms for access to Customer Satisfaction Reports

(Single Licensee)

The Licensee has entered into an agreement with NHBC for specific survey services (the **"Survey Services Agreement"**). In accordance with the Survey Services Agreement NHBC has agreed to make specific Reports available to Permitted Users nominated by the Licensee. This Licence sets out the terms upon which you as a Permitted User may access and download copies of the Reports compiled by NHBC under the Survey Services Agreement from our website at [www.nhbc.co.uk/cssreports](http://www.nhbc.co.uk/cssreports) (the **"Website"**). You are licensed to use the Website and to download the Reports on the condition that you accept the terms contained in this Licence.

Ownership of the Reports and all rights subsisting in the Reports, vests with NHBC. Your use of information provided in the Reports is at your own risk. You should be aware of the limitations of the information contained in the Reports.

## 1. Definitions

**"Data"** means the data which is used by NHBC to compile the Reports.

**"Licensee"** means an entity which is a builder or developer, registered with NHBC, to whom the Reports are to be made available in accordance with the Survey Services Agreement.

**"NHBC"** or **"our"** means the National House-Building Council (Company No: 00320784) of NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire MK5 8FP.

**"Permitted Purpose"** means access to the Website to access and download the Reports in order to enable the Permitted User to monitor homeowner satisfaction and information provided by the homeowner which the Licensee may wish to act upon in connection with its internal business uses only. For the avoidance of doubt, neither the Licensee nor the Permitted User may publish, share or distribute the information contained in the Reports and no HBF star rating can be inferred from the results.

**"Permitted User"** means the named individual nominated by the Licensee who will be permitted access to the Reports in accordance with these licence terms.

**"Reports"** means the reports and other Data made available to the Licensee and its Permitted Users as part of the services under the Survey Services Agreement.

## 2. Grant of Licence

- 2.1 In consideration of payment of the fees by the Licensee under the Survey Services Agreement, NHBC grants to the Permitted User a non-exclusive, non-transferable Licence to access the Reports for the Permitted Purpose in accordance with these Licence terms and for no other purpose. Access for additional Permitted Users will require additional licences.

## 3. Use of Reports

- 3.1 The Reports may only be used by the Permitted User for the Permitted Purpose.
- 3.2 The Permitted User undertakes to hold all Reports and Data, and any other information relating to the Reports and NHBC, confidential and not at any time disclose the same, whether directly or indirectly, to any third party without the prior written consent of NHBC.
- 3.3 The Permitted User must not in any circumstances permit any other person (whether or not an employee of the Licensee) to use the Permitted User's account and/or passwords to access any Reports or Data. Any breach of this clause will be a non-remediable material breach for the purposes of clause 8.1.

## 4. Intellectual property rights

- 4.1 The Permitted User acknowledges and agrees that all registered and unregistered trade marks, copyright, database rights, confidential information and all other rights in the nature of intellectual property rights (**"Intellectual Property Rights"**) in the Reports and Data shall belong to, and vest in, NHBC, and nothing in this Licence shall have the effect of assigning, transferring, licensing or creating any other interest of any nature, in or to any Intellectual Property Rights to the Permitted User or the Licensee.



## 5. Skill, care and reliance on results

- 5.1 The Permitted User agrees that it shall not be entitled to rely on the Reports or Data provided to:
  - 5.1.1 provide information about any specific home; or
  - 5.1.2 serve as advice or recommendations by NHBC as to steps that the Licensee should or could take based on the contents of the Reports.
- 5.2 NHBC gives no warranty as to the accuracy or completeness of the Reports. Some Data will have been transcribed from analogue to digital format and other data will have been acquired by means of automated optical character recognition techniques. Although such processes are subjected to quality control to ensure reliability where possible, Data may have been collected and/or processed without human intervention and may, as a consequence, contain undetected errors.
- 5.3 NHBC does not warrant that:
  - 5.3.1 the Reports will meet any specific requirements; or
  - 5.3.2 that the operation of the Website from which the Reports are downloaded will be uninterrupted or error free.
- 5.4 Without prejudice to the generality of clause 5.3.2, NHBC (or its service providers) shall, from time to time, perform maintenance and updates in respect of the Website which shall cause the site to be temporarily unavailable to the Permitted User.
- 5.5 If the Permitted User becomes aware of any failure of, or fault on, the Website from which the Reports are downloaded, it shall promptly notify NHBC and shall provide NHBC with such information as to the nature of the failure or fault as shall assist NHBC with diagnosis and correction of any such failure or fault.

## 6. Liability

- 6.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.
- 6.2 Subject to clause 6.1, NHBC shall have no liability to the Permitted User arising out of, or in connection with, this Licence (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, in respect of any (i) loss of income; (ii) loss of business or contracts; (iii) loss of profits; (iv) business interruption; (v) loss of the use of revenue (vi) loss of money or anticipated savings; (vii) loss of information; (viii) loss of opportunity, goodwill or reputation; (ix) loss of, damage to or corruption of data; or (x) any indirect or consequential loss or damage of any kind howsoever arising.
- 6.3 Subject to clause 6.1, NHBC shall have no liability to the Permitted User in connection with the provision of the Reports and Data under this Licence, whether in contract, tort (including negligence), misrepresentation or otherwise.
- 6.4 This Licence sets out the full extent of NHBC obligations and liabilities in respect of the supply of the Reports and Data licensed under this Licence. In particular, NHBC gives no conditions, warranties, representations or other terms, expressed, or implied, except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the Reports or Data licensed under this Licence which might otherwise be implied into, or incorporated in, this Licence, whether by statute, common law or otherwise, is hereby excluded to the maximum extent permitted by law.

## 7. Force majeure

- 7.1 NHBC will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that is caused by a Force Majeure Event.
- 7.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the reasonable control of NHBC and includes (without limitation) any strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; failure of any public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government.
- 7.3 The performance of NHBC under this Licence shall be deemed to be suspended for the period that the Force Majeure Event continues.

## 8. Termination

- 8.1 NHBC may terminate all or any rights of the Permitted User under this Licence immediately by written notice to the Permitted User if the Permitted User commits a material or persistent breach of this Licence which, if remediable, the Permitted User fails to remedy within 14 days after the service of written notice requiring it to do so
- 8.2 This Licence will automatically terminate if the Survey Services Agreement is terminated for any reason whatsoever or expires.



- 8.3 Forthwith, upon termination or expiry in accordance with clause 8.1 or 8.2:
- 8.3.1 all rights granted to the Permitted User under this Licence shall cease;
  - 8.3.2 the Permitted User shall cease to access all Reports; and
  - 8.3.3 the Permitted User's access rights to the Website containing the Reports shall cease.
- 8.4 Clauses 1, 3.2, 3.3, 4, 5, 6, 8.3 and 13 will survive termination of this Licence.

## 9. Assignment and sub-licensing

- 9.1 This Licence is personal to the Permitted User and the Permitted User shall not assign or delegate any of its rights, obligations or liabilities under this Licence.
- 9.2 This Licence does not permit the Permitted User to sub-license the rights granted under the Licence for any purpose whatsoever.

## 10. Severability

- 10.1 The parties expressly agree that, should the whole or any part of any provision of this Licence be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, but the other provisions of this Licence and the remainder of the provision (in the case of part of the provision being struck out) shall remain in full force and effect.

## 11. Entire agreement

- 11.1 This Licence contains the entire agreement between the parties relating to the subject matter and supersedes all proposals, representations, understandings and prior licences and agreements, whether oral or written, and all other communications between parties relating to that subject matter.
- 11.2 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

## 12. Waiver

- 12.1 The failure of NHBC at any time to enforce any provision of this Licence shall in no way affect its right to require complete performance by the Permitted User of all its obligations under this Licence, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any past or subsequent breach of any provision or to be a waiver of the provision itself.

## 13. Governing law and jurisdiction

- 13.1 This Licence shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

