



Proposed BBA CASS® Terms & Conditions, Data Protection Obligations Policy and Declaration

Terms & Conditions

Intellectual property rights, including copyright, in the “BBA Cavity Assessment and Surveillance Scheme” (CASS®) (hereinafter referred to as the Scheme), this Platform, this website and any other related documentation, belong or are licensed to the BBA and all such rights are reserved. You may not copy or download any part of our website other than as authorised in the BBA CASS® Scheme Document or these Terms.

“BBA”, the BBA logo and “CASS” are registered trade marks of British Board of Agrément. You are not permitted to use them without our approval.

The BBA CASS® Platform must be used in accordance with the BBA CASS® Scheme Document. The BBA CASS® Scheme Document has to be read, considered and used as a whole document – it may be misleading and will be incomplete to be selective. The Scheme Document can be located on our website: <http://www.bbacerts.co.uk/installer-approval/cavity-assessment-surveillance-scheme/>

1. Introduction

This website is operated by British Board of Agrément (BBA). The terms “we”, “us”, and “our” refer to BBA. The use of our website is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content.

If you access and use this website, you accept and agree to be bound by and comply with the Terms and the Data Protection Obligations set out below. If you do not agree to the Terms or the Data Protection Obligations, you are not authorised to access our website, use any of our website's services or seek registration on our website.

Our website uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website.

2. Use of our Website

You agree to use our website for legitimate purposes and not for any illegal or unauthorised purpose, including without limitation, in violation of any intellectual property or privacy law. By agreeing to the Terms, you represent



and warrant that you are at least the age of majority in the UK and are legally capable of entering into a binding contract.

You agree to not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our website's network or security features or to gain unauthorised access to our systems.

You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your registration or contact you as needed. You agree to promptly update your account and information. You authorise us to collect and use this information to contact you in accordance with our Data Protection Policy. Our Data Protection Policy can be located on our website: <http://www.bbacerts.co.uk/installer-approval/cavity-assessment-surveillance-scheme/>

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

3. General Conditions

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website at any time, without notice. We may amend these Terms to impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes. We may also suspend or withdraw or restrict the availability of all or any part of our website at any time for business and operational reasons.

You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

4. Products or Services

All services offered through our website are subject to availability. We may, in our sole discretion, limit or cancel the services offered on our website or limit the sale of our services to any person, household, geographic region or

jurisdiction.

Prices for our services are subject to change, without notice. We reserve the right, in our sole discretion, to refuse registration or assessments. If we believe that you have made a false or fraudulent registration or assessment, we will be entitled to cancel the registration or assessment and inform the relevant authorities.

5. Links to Third-Party Websites

Links from or to third party websites are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our website, the content of those sites, the third parties named therein, or their products and services. If you follow a link to any other site, this is at your sole risk and we will not be responsible or liable for any damages in connection with your use of such link.

Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

You may link to our home page at www.bbacerpts.co.uk, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website from any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.

6. Use Comments, Feedback, and Other Submissions

You acknowledge that you are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the "Content") that you report on or through our website. You further acknowledge that you have full responsibility for the Content, including but not limited to, ensuring that it complies with the terms of the BBA CASS® Scheme Document and all applicable law and does not infringe any third party intellectual property rights.

You agree that you will not post, distribute or share any Content on our website that is protected by copyright, trademark, patent or any other proprietary right without the express consent of the owner of such proprietary right. You further agree that your Content will not be unlawful, abusive or obscene nor will it contain any malware or computer virus that could affect



our website's operations. You will be solely liable for any Content that you submit and its accuracy. We have no responsibility and assume no liability for any Content posted by you or any third-party.

We will own the rights to all Content (including any data) that you submit to us in your capacity as an assessor under the terms of the Scheme. By submitting Content to us, you assign all your rights in and to such Content to us. We grant you a limited licence to retain copies of and use such Content and data for the purposes of your role as an assessor under the terms of the Scheme.

We reserve the right to terminate your ability to report on our website and to remove and/or delete any Content that we deem objectionable or in breach of these Terms. You consent to such removal and/or deletion and waive any claim against us for the removal and/or deletion of your Content.

You may print off copies of any Content that you submit and may download and print extracts of any page(s) from our website as is necessary for the purposes of the Scheme or as required for your own personal use. You must not modify any materials you have printed off or downloaded.

7. Your Personal Information

Please see our Data Protection Policy to learn about how we collect, use, and share your personal information. Our Data Protection Policy can be located on our website: <http://www.bbacerts.co.uk/installer-approval/cavity-assessment-surveillance-scheme/>

Any Assessor ID you are provided with, or password you are provided with or choose yourself, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any Assessor ID allocated by us, or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

8. Errors and Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after a CASS® registration or assessment has been submitted). Such errors, inaccuracies or omissions may relate to service description, pricing and availability and we



reserve the right to cancel or refuse any registration or assessment based on incorrect pricing or availability information, to the extent permitted by applicable law.

We do not undertake to update, modify or clarify information on our website, except as required by law.

9. Disclaimer and Limitation of Liability

You assume all responsibility and risk with respect to your use of our website, which is provided "as is" without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our websites or the servers that make our website available are free of viruses or other harmful components.

The use of our website is at your sole risk and you assume full responsibility for any costs associated with your use of our website. We will not be liable for any damages of any kind related to your use of, inability to use or reliance on our website.

In no event will we, or our content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

10. Indemnification

You agree to defend and indemnify us, and hold us harmless, against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with you breaching any of these Terms or the terms of the Scheme (including if you use our website or the post or transmit any materials on or through it in a manner which breaches the Terms).

11. Entire Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise that is not set out in the Terms.

12. Waiver

A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13. Headings

Any headings and titles herein are for convenience only.

14. Severability

If any provision or part-provision of the Terms is or becomes invalid, unlawful or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

15. Governing Law

Any disputes arising out of or relating to the Terms, the Data Protection Obligations, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of England without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the High Courts in England and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

16. Questions or Concerns

Please send all questions, comments and feedback to us at cass@bba.star.co.uk.



Data Protection Obligations – Assessors only

You acknowledge that, as part of any assessment, you will be required to obtain and provide to BBA personal data which may include the personal details (names, addresses and other contact details) of householders.

You agree to comply with the BBA CASS® Data Protection Policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any householder.

You shall only collect personal data of householders using the forms provided by BBA which contain a data protection notice and set out the purpose for which the data will be used. You must promptly input such personal data accurately using the platform provided by BBA and retain the original forms in a secure manner in accordance with the seventh data protection principle. You shall comply with any request from BBA to transfer or delete such personal data and shall immediately notify BBA if any personal data is lost or destroyed. If you fail to comply with any such request, BBA reserves the right to delete or alter a record.

You shall indemnify BBA against all costs, claims, damages, expenses or fines for which BBA becomes liable to the extent that these are due to any failure by you to comply with any of your obligations under these Data Protection Obligations.

You acknowledge that all personal data relating to householders is and shall remain confidential and you undertake not to use or disclose such personal data except as set out in the BBA CASS® Scheme Document and the BBA CASS® Data Protection Policy.

You may disclose personal data relating to householders to BBA registered cavity wall insulation installers in order for such installers to contact householders with information about their services where the informed consent of the householder for that disclosure has been obtained.

You also acknowledge that you may be required to provide personal data relating to yourself to BBA in order for BBA to carry out its obligations under the BBA CASS®. You agree to provide personal data to BBA as required and consent to BBA holding and processing data relating to you for legal, personnel, administrative and management purposes. BBA may transfer such personal data to its agents and third parties as required for these purposes.

Declaration

I hereby declare that the information I have provided is true and correct. I also understand that any wilful dishonesty may result in refusal of this application or immediate termination of my registration on the BBA CASS® Platform.