



CONDITIONS OF SUPPLY FOR THE ENHANCED BDM

In these Conditions:

'Enhanced BDM' means Enhanced BDM Limited a company incorporated under the laws of England whose registered number is 10571539 and whose registered office and trading office is at: 207 Regent Street London W1B 3HH.

'BDM Services' means the Services listed on the order form.

'Project Hub' means an on-line project service depository which helps to manage supply chain information, project data information and business activity within the construction industry.

'Win Percentage' means the percentage that is payable of the contract value. This becomes payable when a contract has been sent through for pricing by Enhanced BDM or the Project Hub and has subsequently been awarded by the Client or Contractor. This 1% or 2% (shown on the Order Form) is payable immediately of the contract being awarded, not when the work commences or when the job is paid by the Client or Contractor.

'Conditions' means these standard terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Enhanced BDM.

'Contract' means the contract for the purchase of Enhanced BDM Service(s).

'Customer' means the company and person who accepts the quotation from Enhanced BDM for the provision of the Enhanced BDM Service(s) or whose order for the Enhanced BDM Service(s) is accepted by Enhanced BDM to form a Contract.

'End User' the Customer's employees or other individuals contracted by the Customer as may be authorised to access and use the Information or Enhanced BDM Service.

'Evaluation Questionnaire ("EQ")' means an electronic evaluation pre-qualification questionnaire, which is completed by the Customer which updates the information on the Enhanced BDM system within the Project Hub's on-line service.

'Information' all information, materials and data supplied to the Customer under this Contract in any format whatsoever.

'Payment' invoices must be settled immediately

'In Writing' is a communication on company letterhead, signed and posted by recorded delivery.

'Service(s)' means the Enhanced BDM service, the Project Hub service, the Project Locator Service and/or any other services as set out in the Contract.

'Loyalty Discount' means any discount given from the price of the service(s) which appears on the Order Form.

'App' means the Enhance BDM App and/or the Project Locator App which are software applications developed for operation on mobile operating systems, which may be provided and used with certain Services.

1. Enhanced BDM shall sell and the Customer shall purchase the Service(s) in accordance with any written quotation of Enhanced BDM which is accepted by the Customer, or any written order of the Customer which is accepted by Enhanced BDM, subject in either case to the Conditions.
2. NO ORDER WHICH HAS BEEN SIGNED, RECEIVED (BY FAX, POST OR EMAIL) OR AUTHORISED BY YOU VIA THE ONLINE SALES ORDERING PROCEDURE AND ACCEPTED BY ENHANCED BDM MAY BE CANCELLED BY THE CUSTOMER AFTER RECEIPT AS OUR ORDERING PROCESS IS INSTANT AND AUTOMATIC. In relation to the online Sales Ordering Procedure (SOP), the Contract is formed on acceptance of the Customer's order by Enhanced BDM and acceptance is when Enhanced BDM emails the order confirmation to the Customer.
3. The Customer's access to and use of the Services shall be governed by the Enhanced BDM User Terms at all times, a copy of which is available from the homepage of www.enhancedbdm.com or on request. THE PROVISION OF THE SERVICES ARE DEPENDENT ON THE CUSTOMER CONFIRMING WHICH JOBS SENT TO THEM HAVE BEEN PRICED AND THE CUSTOMER AGREES TO PROVIDE THIS CONFIRMATION WITHIN 14 DAYS OF PRICING ACCEPTANCE AND TO PROVIDE THE PRICE SUBMITTED 14 DAYS AFTER THEY HAVE BEEN SUBMITTED. FAILURE TO PROVIDE THIS PRICING FEEDBACK MEANS THAT YOU AGREE TO IMMEDIATELY PAY THE FULL AMOUNT OF LOYALTY DISCOUNT GIVEN ON THE ABOVE ORDER.
4. Subject to clause 3, the Conditions shall govern the Contract to the exclusion of any other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or other document).
5. The quantity, quality and description of and any specification for Services shall be as set out in the Enhanced BDM User Terms and/or the Contract.
6. All orders for supply of project data are specific and individual to each Customer's requirement. All such orders are payable prior to the release of the project data file and the Customer accepts the terms of such supply.
7. Enhanced BDM reserves the right to alter, suspend or discontinue any aspect of the Service(s), including but not limited to access to the Enhanced BDM, the Project Hub and Project Locator. In such event the Customer shall be entitled to a refund of any charges previously paid relating to an unexpired period (not to exceed the maximum amount of the order value). Unless explicitly stated any new features will be subject to these Conditions and the Enhanced BDM User Terms.
8. The price of the Service(s) shall be Enhanced BDM's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Enhanced BDM's published price list current at the date of acceptance of the order and is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Enhanced BDM. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer. Enhanced BDM shall also be entitled to increase the BDM Service Fee as from each anniversary of the Effective Date by an amount up to RPI plus 10% or to the then current published BDM Service Fee.
9. Once the order has been processed the Customer accepts that it is their sole responsibility, and the Customer has a maximum of ONE month to fully complete the Evaluation Questionnaire, after which time the Customer will be charged an additional administration fee to process this information. Failure to complete the Evaluation Questionnaire and provide the information means that the Customer accepts that their project requirement data will remain inaccurate and other Service delivery(ies) delayed.
10. THE MINIMUM TERM OF THIS AGREEMENT IS FOR THE PERIOD SET OUT ON THE AUTHORISATION ORDER FORM, AFTER WHICH TIME THIS AGREEMENT WILL EXTEND FOR THE SAME DURATION PERIOD AS THE MINIMUM TERM ("each hereinafter referred to as a RENEWAL TERM") UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO TERMINATE THIS AGREEMENT NOT LESS THAN 60 DAYS PRIOR TO THE END OF THE MINIMUM TERM OR ANY RENEWAL TERM, SUCH NOTICE TAKING EFFECT AT THE END OF THE MINIMUM TERM OR RENEWAL TERM IN WHICH SUCH NOTICE EXPIRES. ALL NOTICES MUST BE ISSUED ON COMPANY LETTERHEAD, SIGNED AND POSTED BY RECORDED

DELIVERY (NOW CALLED ROYAL MAIL SIGNED FOR) AND YOU MUST KEEP A COPY OF THE RECORDED DELIVERY SLIP AS PROOF OF DELIVERY. IF NO NOTICE HAS BEEN RECEIVED IN ACCORDANCE WITH THIS CLAUSE 10, IT IS ACCEPTED BY THE CUSTOMER THAT AN INVOICE WILL BE AUTOMATICALLY ISSUED WHICH WILL BECOME PAYABLE AT THE COMMENCEMENT OF EACH RENEWAL TERM. NOTICES SERVED BY ANY OTHER MEANS INCLUDING BUT NOT LIMITED TO EMAIL WILL NOT BE VALID. IN ADDITION, ANY DISCOUNT(S) SHOWN ON THE ORDER FORM ARE FOR THE FIRST YEAR ONLY AND IT IS ACCEPTED AND UNDERSTOOD THAT THE FULL PRICE SHOWN IS PAYABLE AT THE START OF THE NEXT CONTRACTUAL TERM.

11.1 The Customer shall pay the price of the Service(s) as set in the order immediately following the date of invoice in cleared funds without any deduction or set-off. The time of payment of the price shall be of the essence of the Contract. The Customer hereby authorises Enhanced BDM to store the Customer's credit card details for the term of this Contract on our 3rd party secure payment gateway, (Sagepay) and to take via that device any payments that are overdue including any statutory compensation for late payment to which Enhanced BDM is entitled.

11.2 Where a 'Win Percentage' is applicable the Customer shall pay the amount due immediately following the date of invoice in cleared funds without any deduction or set-off. The Customer hereby authorises Enhanced BDM to store the Customer's credit card details for the term of this Contract and to take via that device any 'Win Percentage' payments that are overdue including any statutory compensation for late payment to which Enhanced BDM is entitled.

12. If the Customer fails to make any payment on the due date then all remaining payments to be made by the Customer under the Contract become immediately due, and without prejudice to any other right or remedy available to Enhanced BDM, Enhanced BDM will take appropriate action to collect the debt and shall also be entitled to:

(a) Terminate the Contract or suspend access to Enhanced BDM and/or the Project Hub and/or Service(s); and/or

(b) Immediately suspend the provision of any Service(s); and/or

(c) Charge the Customer an additional £20 administration fee for every declined payment; and/or

(d) Charge the Customer interest and statutory compensation (both before and after a judgment) in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Where that Act is not applicable Enhanced BDM may charge the Customer interest (both before and after any judgment) on the unpaid amount at the rate of 3% per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13. When the Customer's order for the Service(s) is accepted under clause 2, the Customer warrants, represents and undertakes that it shall procure that all relevant third parties within its power and control shall: (a) ensure that each End User uses his/her own username and password for his/her own purposes only and does not divulge such name or password to a third party; (b) use the Information and Service(s) only for its own internal requirements and only in the course of its business; (c) keep possession of and control over the Information, keep the Information confidential and not disclose or make available the Information or Service(s) to any third party; (d) adopt and maintain appropriate security measures to prevent access to the Information and Service(s) by any third party and notify us immediately if it becomes aware of any unauthorised disclosure, use or copying of the Information; (e) ensure that any copyright notice, trade mark, trade name, marking or notice contained in the Information is not removed, amended or obscured; and (f) maintain and provide to us upon request a complete and accurate record of its use of the Information (g) ensure that each End User does not allow a third party to use the Service on their device while she/he is signed-in; (h) ensure that each End User does not sign-in to the Service running on a third party's device; and (i) accept that from time to time updates to the App may be issued through the Apple App Store or Google Play. Depending on the update, Customer and/or End User may not be able to use the Service until it has downloaded or streamed the latest version of the App and accepted any new terms.

13.2 Customer shall not, nor knowingly permit any third party to: (a) misuse (including by introducing viruses or other harmful material) the Information or Service; (b) use, publish, reproduce, sell or distribute Information or access to the Service other than in accordance with the permitted uses under this Contract; (c) reproduce or supply physical or electronic copies of the Information (or extracts of such), including but not limited to any third party; (d) alter or attempt to alter the Information or Service(s) or any parts thereof; (e) attempt to gain unauthorised access to the Information or Service(s); (f) copy the Information or Service(s) or any part thereof; (g) copy or use any registered or unregistered trademarks; or (h) create or offer a competing product or service on the basis of the Information or Service(s); (i) allow a third party to use the Service on their device while she/he is signed-in; (j) sign-in to a Service running on a third party's device; (k) make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs; (l) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program. (m) provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; (n) use the App or Service in any unlawful manner, for any unlawful purpose, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system; (o) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service; (p) use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (q) collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

13.3 Customer warrants that all relevant data subjects whose personal data it has supplied to Enhanced BDM in connection with the Service (Customer Personal Data) have given their informed consent for Enhanced BDM and its suppliers to: (a) process the Customer Personal Data for the purpose of this agreement or the Service; (b) disclose any Customer Personal Data in response to any subject access request relating to this agreement or the Service; and (c) retain the Customer Personal Data for as long as is necessary for the purpose of this agreement and the Service.

13.4 Customer shall indemnify Enhanced BDM on demand, against all reasonable costs, charges or losses sustained or incurred by Barbour ABI (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising from or in connection with any breach by an End User or Customer of any of the obligations set out in this clause 13.

14. Except in respect of death or personal injury caused by Enhanced BDM's negligence, Enhanced BDM shall not be liable to the Customer, for any "Consequential Loss", costs, expenses or other claims for compensation whatsoever (whether caused by the negligence or breach of statutory duty of Enhanced BDM, its employees or agents or otherwise) which arise out of or in connection with the sale and supply of the Enhanced BDM and the Project Hub or the Enhanced BDM Service(s) or its use by the Customer, and the entire liability of Enhanced BDM under or in connection with the Contract shall not exceed the price of the Enhanced BDM Service(s), except as expressly provided in the Conditions. "Consequential Loss" shall for these purposes mean

(i) pure economic loss;

(ii) loss of profits (whether categorised as direct or indirect);

(iii) losses arising from business interruption;

(iv) loss of business revenue, goodwill, anticipated savings,

(v) losses whether or not occurring in the normal course of business, wasted management or staff time

(vi) loss or corruption of data.

15. Enhanced BDM SHALL NOT BE LIABLE to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Enhanced BDM's obligations in relation to the provision of the Enhanced BDM Service(s), if the delay or failure was due to any cause beyond Enhanced BDM's reasonable control.

16. Subject as expressly provided in the Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Without prejudice to any other right or remedy available to Enhanced BDM, in the event the Customer becomes insolvent or commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified of the breach, Enhanced BDM shall be entitled to terminate the Contract or suspend any further access to the Enhanced BDM and/or the Project Hub and/or the Services under the Contract without any liability to the Customer, and if the Enhanced BDM and/or the Project Hub and/or the Services have been accessed by the Customer but not paid for by the Customer, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. Enhanced BDM is a member of a group of companies and accordingly Enhanced BDM may perform any of its obligations or exercise any of its rights under the Conditions by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Enhanced BDM.

19. Enhanced BDM's employees or agents ARE NOT authorised to make any representations concerning Enhanced BDM or the Enhanced BDM Service(s) unless confirmed by an Enhanced BDM director IN WRITING. In entering into the Contract the Customer acknowledges that it does not rely on any such representations, which are not so confirmed.

20. No variation to these Conditions shall be binding unless agreed IN WRITING between the authorised representatives of the Customer and Enhanced

BDM. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Enhanced BDM shall be subject to correction without any liability on the part of Enhanced BDM. Any literature published by Enhanced BDM in respect of Enhanced BDM is for guidance only.

21. Any notice required or permitted to be given by either party to the other under these Conditions shall be IN WRITING addressed to that other party at its registered offices or trading offices or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

22. No waiver by Enhanced BDM of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

24. The Contract shall be governed by the laws of England and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

25. BDM purchased services below can be provided Monday - Friday between 8:30am and 5pm, excluding English public holidays :-

1A Telephone Answering Service - Includes 250 received calls per month. Additional received calls are charged monthly in arrears at 40p per minute and calls forwarded cost 5p per minute to a landline and 15p per minute to a mobile.

1B Credit Control - Up to 10 Companies contacted and a maximum of 100 invoices chased in total per month. If sending statements and chase letters on behalf of the company, we will chase up to 5 companies with a maximum of 50 invoices in total.

1C Diary Control - Client / Contractor Introductions, Making Initial Contacts, Booking Meetings & Hotel / Travel Sourcing.

1D Price Sourcing - Includes chasing for product pricing, alternative supplier sourcing, product searching & emergency material sourcing.

1E Pre Qualification Questionnaires - Includes a maximum of 6 new PQQ completions or a maximum of 10 PQQ updates per month, historical PQQ collection and storage of relevant documents for emergency distribution.

1F Mobile application - Access to this restricted to Essential, Advanced and Enhanced members only, subject to fair use policy.

2A Essential Membership - Appearing within a search engine of sub contractors, plant & material suppliers. Allowing you to receive live tenders to price direct from estimators/QS's through our Project Hub.

2B Bespoke Business Development - Using our existing relationships we will help you price more Secured Work, contacting the other Contractors in the Bid Process, using our Project Hub and Project Intelligent tools.

2C Tender Control - To call and confirm receipt of all tender documents, chase progress of submitted prices and get feedback for all unsuccessful bids up to a maximum of 20 tenders per month.

2D Project Locator - A mobile app project lead service allowing you to download up to 200 projects per month.

2E Business Request Service - Sourcing of Sub contractors, Materials and Plant.

By entering your own security answer and password whilst completing the Enhanced BDM on-line Sales Order Process, or by signing an order form, you agree to comply with the Authorisation Order Form Terms and Conditions.