

Circular Buildings Toolkit

Terms of Service

This is a legal agreement between you and Ove Arup & Partners International Ltd (“Arup”). It sets out the sole basis on which you may use our Circular Buildings Toolkit site (“Service”). By using the Service, you are deemed to have accepted the terms of this agreement.

Terms 1 to 27 apply to all users of the Service, regardless of whether or not you set up and operate an account on the Service. Terms 28 to 36 only apply to users who are account holders.

Please read these terms carefully. They contain important information about your account (if applicable) and the rights and liabilities of you, Arup and other users of the Service (“Other Users”). To help with your understanding of this agreement, we have preceded some key terms with non-binding summaries *in italics*.

Arup may make changes to the Service and/or these terms and conditions from time to time by updating this page. Whilst we will try to notify you of any material changes, we may not notify you of every change. You should check this page from time to time to ensure you remain happy with these terms.

Where you are using the Service, references to “you” in these terms and conditions refers to you as an individual.

If you have any queries, or would like to give notice of any matters under or in connection with these terms and conditions, please contact us at CircularPropertyGlobal@arup.com.

Your Access

1. Subject to you complying with these terms and conditions, you have a non-exclusive, non-transferrable right to access and use the Service throughout the duration of this agreement.

Use of the Service

Summary: You must not use the Service in any improper way, including using software to interfere with the site and its content or harvest information. Certain aspects of the Service’s operations (such as hosting) are carried out by third parties, and you consent for us to disclose/transmit data and information as necessary to those parties in order to properly run the Service.

We may terminate this agreement and/or block you from the site if you breach any term of this agreement.

2. You must never:
 - a) use the Service for any illegal or unauthorised purpose;

- b)** in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws);
 - c)** modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Arup, or any of Arup's affiliates, projects or other services;
 - d)** reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of Arup;
 - e)** directly or indirectly upload, post, host, or transmit unsolicited email, SMSs, "spam" messages or any material that is offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable;
 - f)** transmit any worms or viruses or any code of a destructive nature; or
 - g)** otherwise interfere with the proper working of the Service, or with Other Users' use of the Service.
- 3.** You understand and agree that:
- a)** Arup uses third parties to provide the necessary hardware, software, networking, storage, related technology third-party vendors and hosting required to run the Service; and
 - b)** the technical processing and transmission of the Service (including, if applicable, your Account Information as defined in clause 28), may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- 4.** Arup is not obliged to maintain the Service indefinitely, and we may cease providing the Service at any time without notice. If any technical support functions are provided, they are done so entirely at Arup's discretion.
- 5.** You may not access the Service:
- a)** other than through the documented user interface;
 - b)** through any program code that is not currently a part of the Service; or
 - c)** By way of any form of "screen scraper" or other automated process, particularly in relation to the Service's human-machine interface.
- 6.** Arup may, without incurring any liability to you terminate this agreement at any time if you breach any term of this agreement.

Content Created by Others

Summary: Arup has no responsibility for content produced by others. Although we curate and moderate material hosted on the Service, we can't guarantee that you will never be exposed to controversial or objectionable content authored or contributed by third parties.

7. Any content, opinions, thoughts, ideas, plans or strategies expressed and/or posted by third parties on or to or in relation to the Service are solely those of the relevant third party/ies, and do not reflect those of Arup. Whilst Arup prohibits offensive conduct and content on the Service, Arup cannot be responsible for all content on the Service, and you nonetheless may be exposed to such materials. In this regard, you agree to use the Service entirely at your own risk, and acknowledge that Arup shall have no liability to you in relation to content uploaded by third parties on the Service.

Rights to Content – Definitions

Summary: definitions of content which relate specifically to the licences in this agreement, for ease of reference.

8. In this agreement:
 - a) “Material” means any and all written works, software, scripts, code, models, graphics, photos, sounds, music, videos, data, information and all other documents, files and materials, in any format;
 - b) “Service Content” means Material comprising the Service, except Other Users’ Content (as defined in clause 8(c) and Your User Content (as defined in clause 34); and
 - c) “Other Users’ Content” means Material uploaded and/or posted by Other Users to the Service.

Rights in the Service

Summary: You don't have any rights to IP in the Service or any of Arup's proprietary materials, such as logos etc. – these belong to Arup Group and its licensors.

If Arup's right to host any material on the Service is terminated or discontinued, Arup will remove such material from the Service, and if appropriate may notify its users.

9. Arup and/or its affiliates and licensors are the owners of all intellectual property rights in the Service Content. This agreement does not grant you or any Other Users any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service and/or the Service Content and/or Other Users’ Content. This agreement is not a licence to software, so no rights to decompile etc. any software arise by virtue of the Software Directive 2009/24/EC or otherwise.

10. If and to the extent that Arup is unable to secure continuing access to use and host any Material on the Service, Arup will cease making such material accessible through the Service and, if appropriate, will exercise reasonable endeavours to notify you of the fact.

Personal Data

Summary: If you provide us with any personal information we will ensure it is handled in compliance with applicable data protection legislation.

11. Any personal information we obtain through your use of the Site (including, if applicable, parts of your Account Information as defined in clause 28), is subject to our Privacy Policy, which can be found at [\[INSERT LINK\]](#) and is incorporated by reference into this agreement.

Liability

Arup is offering the Service to users free of charge. We expect users to take this into account, and not to make claims against Arup for the Service's functionality, unavoidable maintenance or downtime, routine bugs etc..

You must ensure you exercise your discretion and obtain properly qualified independent advice regarding any important material on the Service which you would like to use.

12. The Service is made available to you on an “as is” basis, on the express understanding that no representations or warranties, express or implied, are made regarding its performance or the accuracy, validity or completeness of any Material or information in the Service. To the maximum extent permitted by law, Arup disclaims all warranties, express, implied, statutory or otherwise, including but not limited to fitness for a particular purpose, merchantability, title, quality, and noninfringement. Arup does not warrant that:

- a) the Service will meet your specific requirements;
- b) the Service will be uninterrupted, timely, secure, or error-free;
- c) the results that may be obtained from any analysis or use of the Material will be accurate or reliable, or meet your expectations; or that
- d) any errors in the Service will be corrected.

13. Arup shall not be liable for:

- a) any loss of profits, loss of goodwill, loss of use, or loss of data; and/or
- b) indirect, incidental, special, consequential or exemplary damages, or other intangible losses (even if Arup has been advised of the possibility of such damages), resulting from:
 - i. the use or the inability to use the service;

- ii. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- iii. unauthorized access to or alteration of your transmissions or data;
- iv. statements or conduct of any third-party on or in relation to the Service; or
- v. any other matter relating to the Service.

14. Notwithstanding any other term of this agreement, in no event shall Arup's total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, breach of statutory duty or otherwise, arising in connection with the performance or contemplated performance of this agreement exceed the amount of twenty five pounds (GBP £25). Nothing in this agreement excludes Arup's liability for:

- a) death or personal injury caused by the negligence of Arup; or
- b) fraud or fraudulent misrepresentation.

15. You indemnify and hold Arup, its employees, subsidiaries and affiliates harmless from any and all liabilities, claims, and expenses, made against Arup by any third party due to or arising out of in connection with your use of the Service.

Changes to this Agreement

Summary: We may change these terms by updating this page. Whilst we will attempt to notify you of material changes, it will be for you to check these terms from time to time and ensure you remain content with them. If at any time you are not happy with these terms and conditions, your only recourse is to stop using the site and/or terminate your subscription.

16. Arup may modify this agreement at any time.

17. If Arup materially modifies this agreement it will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Service for the first time after such material changes are made. However, we are not required to notify you of all changes.

18. By continuing to use the Service after Arup has posted a modification of this agreement, you agree to be bound by the modified agreement. If the modified agreement is not acceptable to you, your only remedy is to terminate this agreement in accordance with clause 33(b).

Severability

Summary: If the law changes and renders any part of this agreement ineffective, the rest of the agreement remains in force.

- 19.** If it is held under any enactment or rule of law that any provision of this agreement is void or otherwise ineffective in whole or in part then any other part and the other terms of this agreement shall continue in full force and effect.

Entire Agreement

- 20.** This agreement is the complete and exclusive agreement between you and Arup which supersedes all proposals or prior agreements, oral or written.
- 21.** Save as expressly provided herein, this agreement may not be altered, supplemented, or amended by the use of any other document(s).

Third Party Rights

- 22.** The parties do not intend that any term of this agreement be enforceable by any person who is not a party to this agreement.

Duration

- 23.** This agreement will remain in effect until terminated.
- 24.** This agreement, and your rights and liabilities hereunder, will terminate immediately upon your breach of this agreement.
- 25.** Upon termination of this agreement, you may not be permitted to use the Service again without Arup's express written permission (which may be withheld in Arup's absolute discretion).

Jurisdiction and Law

- 26.** This agreement shall be governed by and construed in accordance with the law of the United Kingdom (UK).
- 27.** The UK courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this agreement.

Account Terms and Conditions

Summary: You take full responsibility for any and all material you post or upload under your account, and your account security. Your account must be properly managed by a human being (rather than 'bots'), and you grant Arup a licence to the intellectual property in any material you post or upload to the site.

- 28.** In order to set up an account on the Service, you will need to provide us with certain information, including your name, an email address, user type, name of organisation (if applicable), geography and password ("Account Information").

- 29.** You undertake that each login will only be used by one individual person. A single login shared by multiple people is not permitted.
- 30.** The Account Information must be current, accurate and complete, and you must ensure it remains so for as long as your account is active.
- 31.** Your account must be managed by a human being at all times. Arup does not allow for accounts to be set up or operated by “bots”.
- 32.** Some of your Account Information may be viewable by Other Users, and used by Arup and Other Users to communicate with you. Note that this will only be as part of ordinary use of the Service; sensitive information such as encrypted passwords will not be shared with Other Users by Arup, and we will only share email addresses if you expressly authorise us to.
- 33.** Arup shall exercise reasonable skill and care to ensure that the Service contains appropriate administrative, physical, and technical safeguards for protection of the security and integrity of your Account Information. Otherwise, you are responsible for maintaining the security of your account and any associated password(s). Arup cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- 34.** In these terms, “Your User Content” means Material uploaded and/or posted by you to the Service. You remain the owner of any intellectual property rights in Your User Content. You grant Arup a non-exclusive, irrevocable, perpetual licence to use Your User Content to provide the Service (including any improvements thereto and/or research thereon) to you and other users. You warrant that you have adequate rights and permissions to upload and/or post Your User Content to the Service.
- 35.** You are responsible for all activity that occurs under your account, even when it is used by others who have logins under your account or by unauthorised third parties, including in cases of actual or alleged infringement of intellectual property rights attributed to you and/or your account.
- 36.** This agreement, and your rights and liabilities hereunder, will terminate immediately:
 - a)** upon deletion of your account; or
 - b)** upon notification by us to you that your account is terminated (which we may give at any time, at our absolute discretion).

Upon such termination, you may not be permitted to use the Service again without Arup’s express written permission (which may be withheld in our absolute discretion).