
MANUFACTURERS POLICY

BACKGROUND:

BIMhealth offers manufacturers the opportunity to upload individual components and products to be downloaded by its members for use with BIMhealth roomsets or the members own commercial projects. Please make sure you read the Terms and Conditions of this policy carefully, as well as the Terms and Conditions and Privacy Policy stated on our website. This policy, our Terms and Conditions, and Privacy Policy apply equally to all users of the BIMhealth website insofar as is relevant and applicable.

Definitions and Interpretation:

Component	A component is an individual, downloadable product uploaded to the BIMhealth website. Components are intended to be interchangeable with generic and custom designed roomsets, and can also be downloaded individually.
Roomset	A roomset consists of the interactive 3 dimensional drawing; room sheet; and landing page, downloadable from the BIMhealth website in pdf and Revit formats.
We/Us/Our	Means BIMhealth Ltd, a company registered in England under 08721369, whose registered and main trading address is First Floor, 30a Billing Road, Northampton, NN1 5AZ.
You/Your	Refers to the manufacturer dealing with BIMhealth, whose component/s are, or have been made, available to download from the BIMhealth website, and to whom this document specifically applies.
The Website	Means http://www.bimhealth.co.uk .

1. Use of Components

- 1.1 Individual components are uploaded to the BIMhealth website, and can be downloaded by BIMhealth members free of charge.
- 1.2 BIMhealth ensures compliance and standards on an individual basis, and only where the component is used for the purpose for which it was designed. Members are responsible for the appropriate application of all components they download from the BIMhealth website.

2. NHS Registered Members (for your information only)

- 2.1 All downloads from the BIMhealth website shall be free of charge to NHS members, subject to the following provisions:
 - 2.1.1 Where registration is completed using an NHS email address;
 - 2.1.2 Where the member is a direct employee of the NHS, and is using BIMhealth roomsets for work or projects for the NHS only; and
 - 2.1.3 Where legitimacy of employment can be confirmed, including but not limited to third party confirmation, at our discretion.

3. **Manufacturers Upload Options**

Components can be uploaded in two ways. The price of uploading your component/s depends on the method in which the manufacturer chooses.

3.1 **Manufacturer Authored Components - £100 per component**

3.1.1 The manufacturer authors the component themselves. The manufacturer provides BIMhealth with the following: **Revit file; IFC (Industry Foundation Classes) file; high resolution images (JPG) of the component and all associated details.** All intellectual property pertained in the presentation of such images and drawings remains property of the manufacturer.

3.1.2 The fixed fee of £100 includes an NHS compliance check, comprised of HBN (Health Building Notes) and HTM (Health Technical Memorandum), and uploading to the BIMhealth website.

3.2 **BIMhealth Authored Components - Price subject to agreement**

3.2.1 BIMhealth will author the component/s to be uploaded to the website at a negotiated cost. The manufacturer will be required to provide any details and images requested by BIMhealth. Intellectual property rights will be transferred to the manufacturer as part of the agreement and negotiated price.

4. **Pricing and Costs**

4.1 Costs are non-refundable. The component will remain available on the BIMhealth website for as long as it remains compliant with industry standards. If the product is discontinued, or no longer available from the manufacturer, it will be removed from the BIMhealth website.

4.2 Costs are for authoring and uploading only, and are not relative to the duration that they are available to download.

4.3 Should a component require updating or editing, the upload will be charged at £100 per component. This also applies to updates and amendments made to components originally authored by BIMhealth.

4.4 In the event that BIMhealth believes that a component requires updating or amending, they will contact the manufacturer.

4.5 If a manufacturer requires their component/s to be removed from the website, they should contact BIMhealth and the component/s will be removed in a timely fashion. No cost will be incurred for the removal of component/s.

5. **BIMhealth's Obligations**

5.1 BIMhealth are obligated to ensure that all content published on the website is, to the best of our knowledge, up-to-date and accurate.

5.2 In the event of any discrepancy regarding use of downloaded material, or any other matter, we will endeavour to contact the parties concerned in an attempt to reasonably remedy the situation.

5.3 Any concerns, questions, and enquiries will be dealt with honestly and in a timely manner.

- 5.4 BIMhealth will ensure that compliance data and information is accurate as per manufacturers' instructions. Compliance of all components is on an individual basis, and not in the context of any installation or project, and only valid for correct installation and application, as per the manufacturers intended purpose.

6. Your Obligations and Members Use of Components

- 6.1 You are obliged at all times to co-operate with the provisions of this document and all provisions contained in our Terms and Conditions.
- 6.2 If you notice any fault or inaccuracy in any information or material downloaded from BIMhealth, you are obligated to inform us directly and in a timely manner.
- 6.3 It is your responsibility to ensure any information you provide us is accurate and correct.
- 6.4 It is your responsibility to ensure any content and/or information you are providing is suitable for both the component and the purpose for which you intend it to be used.
- 6.5 In order for us to provide an accurate and high quality service to our members, you are obligated to inform BIMhealth of any amendments or changes that need to be made to your components and/or component information on our website. This includes (but not limited to) any physical changes; component information; efficiency ratings; availability; and compatibility.
- 6.6 BIMhealth does not offer any guarantee that components imported into a roomset, including any adjustments made to existing components, complies or are suitable for use in the specified roomset environment. Once any part of the roomset has been edited, the architect is responsible for ensuring that the roomset, and components contained therein, are compliant and suitable for the application and purpose of which it has been designed. BIMhealth can only ensure the compliance of components individually and only when used for the manufacturers' intended purpose. The architect remains responsible for the correct application and installation of any component they choose to use.
- 6.7 All roomsets on the BIMhealth website contain generic components that are unique to the compliance requirements of the individual roomset. Generic roomset components should be used as a requirement and positioning guide only. In no way are these generic components intended to be relied upon or replicated in any other project.
- 6.8 Components imported into a roomset individually are designed to be inserted and positioned in a specific way. Architects are responsible for installing each component correctly and in such a way that does not conflict with any other component. BIMhealth can only ensure the compliance of components, as individual products, if they are correctly installed into a compatible project.
- 6.9 It is your responsibility to check for any changes made to this policy, or any document incorporated therein.

7. Intellectual Property Rights

- 7.1 Any intellectual property rights contained in the material and imagery authored by the manufacturer, comprising a downloadable package, is retained by the

manufacturer.

- 7.2 Any intellectual property rights contained in the material and imagery authored by BIMhealth, comprising the downloadable package, is transferred to the manufacturer and forms part of the negotiated price.
- 7.3 For the purpose of this clause 6 intellectual property refers to Revit drawings, 3D drawings, 2D drawings, and images **ONLY**. Any compliance data and/or information produced by BIMhealth remains the property of BIMhealth, and cannot be used as part of your own publication.
- 7.4 BIMhealth reserves the right to display all material uploaded on the website for marketing and/or demonstration purposes.

8. Disclaimers

- 8.1 Professional or specialist advice should always be sought before taking any action relating to the production, or reproduction, of any of the components or roomsets displayed on our site. All products and services are intended for use by qualified industry professionals only.
- 8.2 We make no representation, warranty, or guarantee that our site, or products therein, will meet your requirements; that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 8.3 We make reasonable efforts to ensure that the content on our site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date outside the scope of our obligations under Clause 5.
- 8.4 We retain the right to bring any material offline without notice for a reasonable period in order to make amendments and/or update information, including the rectification of technical issues which may arise. We accept no liability for any losses caused due to the website, or any website material, being offline for these purposes.
- 8.5 All limitations of liability are set out in the Terms and Conditions of our website, and are incorporated specifically by this Clause 8.5, and Incorporation Clause 8.

9. Incorporation Clause

- 9.1 By virtue of this Clause 9.1 all terms and conditions expressed or implied by other documents supplied by BIMhealth are deemed to be incorporated into this document. Other documents include:
 - 9.1.1 Terms and Conditions published at <http://www.bimhealth.co.uk/uploads/pdfs/Website-Terms-and-Co824F66.pdf>; and
 - 9.1.2 Our privacy policy <http://www.bimhealth.co.uk/information/privacy-policy>
- 9.2 By way of dealing and payment you are deemed to agree that you have been sufficiently informed of all Terms and Conditions, and accept their enforceability as a legal document.