
MEMBERSHIP POLICY

BACKGROUND:

BIMhealth offers two membership options. 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 any registered member of BIMhealth, to whom this document specifically applies.
The Website	Means http://www.bimhealth.co.uk .

1. Standard Membership

Users register with BIMhealth via the website. Initial registration is free of charge, however, payment details will be taken securely for future purchases. All roomsets and components are then downloadable at the cost specified on the website. This cost is payable per download of each roomset. Manufacturers' components are free to download with this membership.

2. Full Membership

For the annual membership fee of £2,400.00 (+VAT), members benefit from unlimited downloads of all available roomsets. Roomsets will be updated when required to ensure modernity, accuracy, and compliance with industry standards. With a full subscription you can download the latest roomsets. After registration and payment has been received, all content on the BIMhealth website will then be available for download. Manufacturers' components are free to download with this membership.

3. NHS Registration

3.1 All downloads from the BIMhealth website shall be free of charge to NHS members, subject to the following provisions:

- 3.1.1 Where registration is completed using an NHS email address;
- 3.1.2 Where the subscriber is a direct employee of the NHS, and is using BIMhealth roomsets for work or projects for the NHS only; and
- 3.1.3 Where legitimacy of employment can be confirmed, including but not limited to third party confirmation, at our discretion.

4. Pricing and Payment

- 4.1 Prices may vary. Pursuant to your obligations under Clause 7, it is your responsibility to ensure you are aware of any changes to pricing and or pricing structure.
- 4.2 We will provide reasonable notice of any changes in price either by publication on our website or by notification via email.
- 4.3 You will receive an electronic receipt for your purchase via email. We will attempt to accommodate any special requirements you may have with regard to invoicing and receipts.

5. Annual Subscription

- 5.1 Upon registration you will receive an invoice for your membership fee via email.
- 5.2 Your account will become live once payment has been received.
- 5.3 We will send you notification that your membership is due to expire. We may contact you further should we receive no response.
- 5.4 Should we receive no response from you, your subscription will be terminated on the renewal date. Your membership status will revert to a standard membership where you will then be charged for each roomset download at the specified price.
- 5.5 Your renewal date shall be exactly one year from the date of first registration.
- 5.6 Membership fees are paid in full and in advance.
- 5.7 Fees are non-refundable; your access to downloadable content will not be restricted or terminated until your membership is properly terminated by way of non-renewal.
- 5.8 BIMhealth accepts no responsibility for the accuracy, modernity, or compliance of any content downloaded during your membership after the membership has been terminated.

6. BIMhealth's Obligations

- 6.1 BIMhealth are obligated to ensure that all downloadable content published on the website is, to the best of our knowledge, up-to-date and accurate.
- 6.2 In the event of any discrepancy regarding payment, use of downloaded material, subscription, or any other matter, we will endeavour to contact you in an attempt to reasonably remedy the situation.
- 6.3 Any concerns, questions, and enquiries will be dealt with honestly and in a timely manner.
- 6.4 Our obligation to you under Clause 6.1 is subject to a valid full subscription.

7. Your Obligations

- 7.1 You are obliged at all times to co-operate with the provisions of this document and all provisions contained in our Terms and Conditions.
- 7.2 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.
- 7.3 It is your responsibility to ensure any information you provide us on registration is accurate and correct.
- 7.4 It is your responsibility to ensure the content you are downloading is suitable for the purpose for which you intend to use it. Purchase of any download is non-refundable in the event that you mistake its suitability.
- 7.5 BIMhealth does not offer any guarantee that components you have imported into a roomset, including any adjustments made to existing components, complies or are suitable for use in the specified roomset environment. Once you have edited any part of the roomset, you become responsible for ensuring that the roomset, and components contained therein, are compliant and suitable for the application and purpose for which you intend it to be used. BIMhealth can only ensure the compliance of components individually and only when used for the manufacturers' intended purpose. You remain responsible for the correct application and installation of any component you choose to use.
- 7.6 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 your project.
- 7.7 Components imported into a roomset individually are designed to be inserted and positioned in a specific way. You 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.
- 7.8 If you choose to download individual components for use in your own projects, you are responsible for the compliance, compatibility, and suitability of that component with the project in which you intend it to be used. BIMhealth can only ensure the compliance of components individually and only when used for the manufacturers' intended purpose. You remain responsible for the correct application and installation of any component you choose to use.
- 7.9 Prior to downloading any content from the website, you should ensure that such material is compatible with any hardware and software with which you intend to use BIMhealth content. Purchases are non-refundable in the event that you mistake compatibility.
- 7.10 It is your responsibility to check for any changes made to this policy, or any document incorporated therein.

8. Intellectual Property Rights

- 8.1 All roomsets and downloadable materials, including any intellectual property rights therein, are the property of either BIMhealth or the relevant manufacturer, unless expressly stated otherwise.

- 8.2 All intellectual property rights remain the property of BIMhealth. Proper subscription and compliance with all Terms and Conditions provides licence to use downloaded material in your own commercial projects only.
- 8.3 You are not permitted to sell, share, or copy any downloaded material for the benefit of a third party, or for use in any publication without our express consent, or the express consent of the entity retaining any intellectual property right, including any copyrighted material.

9. **Disclaimers**

- 9.1 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.
- 9.2 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.
- 9.3 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 6.
- 9.4 Once a roomset is successfully downloaded you become ultimately responsible for its safekeeping and use. We assume no responsibility or liability for the safe storage, suitability, or appropriate use of the downloaded material. Any loss or deletion, either intentional or accidental, is your responsibility and we are under no obligation to provide a replacement.
- 9.5 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.
- 9.6 All limitations of liability are set out in the Terms and Conditions of our website, and are incorporated specifically by this Clause 9.6, and Incorporation Clause 10.

10. **Incorporation Clause**

- 10.1 By virtue of this Clause 10.1 all terms and conditions expressed or implied by other documents supplied by BIMhealth are deemed to be incorporated into this document. Other documents include:
 - 10.1.1 Terms and Conditions published at <http://www.bimhealth.co.uk/uploads/pdfs/Website-Terms-and-Co824F66.pdf>; and
 - 10.1.2 Our privacy policy <http://www.bimhealth.co.uk/information/privacy-policy>.
- 10.2 By way of registration you are deemed to agree that you have been sufficiently informed of all Terms and Conditions, and accept their enforceability as a legal document.