
REGISTRATION POLICY

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 users of BIMhealth to whom this document specifically applies.
The Website	Means http://www.bimhealth.co.uk .

1. Registration

Users are required to register with BIMhealth via the website in order to purchase and download the material (including free material) contained therein. Registration is free of charge, and will only terminate by written request of the registered user. Professional criteria selected at registration are for statistical purposes only and does not affect your registration.

2. NHS Registration

- 2.1 All downloads, including Roomsets, from the BIMhealth website shall be free of charge to NHS registered users, subject to the following provisions:
- 2.1.1 Where registration is completed using an NHS email address;
 - 2.1.2 Where the user 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. Pricing and Payment

- 3.1 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.
- 3.2 In the event that prices are decreased, you will not be refunded the difference should you have previously purchased the item at a higher price. You will not be required to pay the difference in cost should an item increase in price unless there has been a reasonable error on our part.
- 3.3 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.

4. Termination

- 4.1 Should you wish to terminate your registration, you must contact BIMhealth at info@bimhealth.co.uk or via the 'Contact Us' facility located on the website.
- 4.2 Your ability to download content will not be prevented until your registration is properly terminated.

5. BIMhealth's Obligations

- 5.1 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.
- 5.2 In the event of any discrepancy regarding payment, use of downloaded material, registration, or any other matter, we will endeavour to contact you in a timely manner in an attempt to remedy the situation.
- 5.3 Any concerns, questions, and enquiries will be dealt with honestly and in a timely manner.
- 5.4 Our obligation to you under this Clause 5 is subject to a valid registration.

6. Your Obligations

- 6.1 You are obliged at all times to co-operate with the provisions of this document and all provisions contained in our Privacy Policy.
- 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 on registration is accurate and correct.
- 6.4 Data provided upon registration will be passed on to third party manufacturers as a free benefit to the manufacturer. Your registration is dependant on your acceptance of this practice. We do not sell your information and all third parties are selected by and are subject to arrangements with BIMhealth. For more information please contact us or see our Privacy and Cookie Policy.
- 6.5 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.
- 6.6 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 the 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 purpose intended by the manufacturer. You remain responsible for the correct application and installation of any component you 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 your project.

- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 It is your responsibility to check for any changes made to this policy, or any document incorporated therein.

7. Intellectual Property Rights

- 7.1 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.
- 7.2 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.
- 7.3 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.

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. You are responsible for ensuring the safety of work that you complete, and the suitability of BIMhealth content used in such projects. BIMhealth does not accept liability or responsibility for death or personal injury sustained as a result of your negligence and/or professional malpractice.
- 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 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.
- 8.5 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.
- 8.6 All limitations of liability are set out in the Terms of Use of our website, and are incorporated specifically by this Clause 8.6, and Incorporation Clause 9.

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.
 - 9.1.1 Terms of Use published at <http://www.bimhealth.co.uk/uploads/pdfs/Website-Terms-and-Co824F66.pdf>;
 - 9.1.2 Privacy and Cookie Policy <http://www.bimhealth.co.uk/information/privacy-policy>.
- 9.2 By way of acceptance upon registration you are deemed to agree that you have been sufficiently informed of all Terms and Conditions and accept their enforceability as a legal documents.