



RENKAP TERMS OF USE

1. Introduction

- 1.1 RenKap was founded with the purpose of helping property professionals to increase their development efficiencies through tech. Our site survey offering allows property professionals to take control of site risks in order to reduce abortive costs further down the line. Our marketplace connects our Clients with our vetted Suppliers that carry out the Client Services (defined below).
- 1.2 We do this by:
 - 1.2.1 hosting the RenKap Platform which brings Clients and Suppliers together to build professional relationships; and
 - 1.2.2 providing additional administrative services to facilitate these professional relationships.
- 1.3 These Terms constitute a contract between all Users of the RenKap Platform (**you**) and RenKap. Your use of our RenKap Platform is subject to these Terms and by using the RenKap Platform you agree to be bound by them. If you do not agree to these terms, you must not use the RenKap Platform. You should print a copy of these Terms for future reference.
- 1.4 The RenKap Platform Services are provided to Businesses only. If you are a Consumer, please do not use the RenKap Platform.
- 1.5 By registering with RenKap as a Supplier or Client, you represent and warrant that:
 - 1.5.1 you are at least 18 years of age;
 - 1.5.2 you accept full responsibility for the use of the RenKap Platform through your Authorised User Account on any device, whether or not it is owned by you; and
 - 1.5.3 you will fully comply with these Terms, any Client Services Contract and any applicable laws.

2. Definitions

Authorised User means those employees or officers of any User who are authorised by RenKap to use the RenKap Platform.

Authorised User Account means an account (together with login details) which entitles an Authorised User to access and use the RenKap Platform in accordance with this Agreement.

Business means a commercial entity that is purchasing or supplying the Client Services in connection with a trade, craft or profession.

Clients means all users of the RenKap Platform that engage Suppliers for Client Services.

Client Services means the creation and provision of Site investigation and surveying services by Suppliers to Clients in return for the Supplier Fees. These Client Services need to adhere to RenKap's best practice Scope of Services.

Client Services Contract means a contract formed between the Client and Supplier once the Client accepts the Supplier tender via the RenKap platform.

Platform Fee means the fee payable to RenKap by Clients under these terms as defined in Clause 5.

Consumer means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.

Invoicing and Payment means the service facilitated by RenKap, where payment is collected from Clients and paid out to Suppliers in accordance with Clause 5 and Clause 9.

Notification means a message from RenKap to Users either via e-mail or the RenKap Platform.

RenKap/ 'we' 'us' 'our' means the company that provides the Services and maintains the RenKap Platform being RenKap Ltd, a company registered in England with UK company registration number: **11734353**, having its registered office at Geovation Sutton Yard, 65 Goswell Road, London, United Kingdom, EC1V 7EN.

RenKap Platform means the 'RenKap' online platform which includes its proprietary domain <https://www.RenKap.com/> and all sub domains the web-app associated with that domain as well as any mobile or tablet application operated by RenKap.

RenKap Platform Services means the services provided by RenKap to Suppliers and Clients, including, but not limited to: Invoicing and Payment, the Sites, the Site Marketplace and Notifications.

Scope of Services means the documents per service that explains what should be included within the suppliers tenders for the Client Services and what should be included in the suppliers outputs. They can be found here. These can all be seen in Clause 25.

Site means a location with a given set of specifications for Client Services required by a Client and posted to the Site Marketplace by Clients.



Site Marketplace means an aggregation of uploaded Sites, to which a given Supplier is eligible to tender for.

Subscription means a subscription contract for periodic payments made by Clients to RenKap in return for the Platform Services, billed on an annual cycle which can be paid on a monthly or annual basis ('**Subscribing**', '**Subscribe**' and '**Subscribed**' shall be construed accordingly).

Supplier means one of RenKap's approved site investigation specialists including, but not limited to, freelance consultants and companies that Clients may engage for Client Services through the RenKap Platform.

Supplier Fees means any payment for Client Services made by the Client to the Supplier.

Tender means an individual quote for Client Services made by a Supplier to a Client (to '**tender**' shall be construed accordingly).

Tender Report means a summary of all the supplier tenders which RenKap consolidated into one online dashboard for the Client. These are then reviewed by the Client who will select and instruct the services they require.

Terms means these Terms of Use.

User means all Suppliers and Clients that use the RenKap Platform.

TERMS FOR CLIENTS

3. Authorised User Account Registration

- 3.1 Before you are able to upload a Site, you will be required to register for an Authorised User Account via the RenKap Platform and commit to RenKap's Subscription. You and any Authorised Users remain responsible for all actions and security in relation to your Authorised User Account.
- 3.2 Subscriptions fees can be seen here > [our Pricing Plan](#). Sharing of Authorised User accounts between employees or contractors of our Clients is not permitted. Should we detect usage by persons who are not Authorised Users, we reserve the right to charge for such use at our standard rates or suspend your use of the RenKap Platform.
- 3.3 If you wish to upload a Site for the first time, you must signify agreement with the Privacy and Cookies Policy and these Terms. You will also be required to submit the Site details via the RenKap Platform.
- 3.4 You can change your details and preferences at any time in the 'my account' section of the RenKap Platform.

4. Engaging Suppliers

- 4.1 Clients are permitted to upload a Site via the RenKap Platform. The Client grants RenKap and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Site and/or to incorporate it into other materials in any form, for commercial purposes.
- 4.2 Once registered with us for a Subscription, Clients are invited to upload Sites for the Client Services that they require on the RenKap Platform. Once uploaded, Suppliers will be able to respond with a Tender.
- 4.3 Clients' Authorised Users with access to the RenKap Platform will receive instant quotes from the RenKap Marketplace. After reviewing the RenKap quotes, Clients will then have the ability to digitally select their preferred surveyors per survey and add them to the checkout. At the point of acceptance (checkout) via the RenKap Platform and subject to surveyors accepting their automated quotes, a binding agreement will be formed between the Client and the chosen Suppliers for the performance of the Client Services outlined in the Tender, subject to the specification of the Site, the Tender and these Terms (**Client Services Contract**).
- 4.4 Clients must make reasonable endeavours to respond to Suppliers as soon as practicable where required in order to support the efficient management of the survey works.
- 4.5 Once the Client Services Contract has been formed, all contractual matters relating to the performance of the Client Services are between you and the Supplier. It is therefore of the



utmost importance that you communicate any important bespoke information relating to the Client Services with the Supplier, including any preferences you have regarding the Client Services. You will have access to review our standard best practice Scope of Services for each of the Client Services.

- 4.6 If you are an employee or independent representative using our RenKap Platform on behalf of a Client, please ensure that you have the requisite authority to contractually bind the legal entity or organisation on whose behalf you are operating. If you are not authorised to bind that legal entity or organisation, you should not attempt to enter into a Client Services Contract with RenKap suppliers.
- 4.7 When using our RenKap Platform, all Clients represent and warrant that:
 - 4.7.1 the details of the uploaded Site are accurate and truthful in respect of the delivery of the agreed scope of the Client Services;
 - 4.7.2 no attempt will be made to circumvent RenKap by entering into a separate agreement for Client Services with a Supplier introduced to them through the RenKap Platform outside of the RenKap Platform; and
 - 4.7.3 the Client will ensure to provide adequate and safe Site access in order for Suppliers to complete the Client Services. Failure to do so may lead to additional fees.
 - 4.7.4 the Client will ensure site clearance has been obtained prior to arranging site visits. Failure to do so may lead to additional fees.
- 4.8 Clients agree to provide reviews of Suppliers where requested for the purpose of improving the RenKap Platform.

5. Subscription Fees, Supplier Fees and Platform Fees

- 5.1 RenKap takes the following payments from Clients via the RenKap Platform:
 - 5.1.1 Subscription Fees are paid by Clients to RenKap in respect of the Platform Services;
 - 5.1.2 Supplier Fees are paid by Clients to Suppliers via the RenKap Platform in respect of the Client Services; and
 - 5.1.3 Platform Fees are paid by Clients to RenKap in respect of any platform transactions and subsequent Client Services requested in relation to a particular Site
- 5.2 The Subscription Fee shall be calculated in accordance with our [transparent pricing model](#) and will be billed either annually in advance or monthly.
- 5.3 The price of the Supplier Fees will always be competitively tendered on a site by site basis and will be set out in the Tender Report.
- 5.4 The price of the Platform Fees shall be calculated as 15% of the Supplier Fees. The Platform Fee shall be payable by the Client to RenKap on top of such Supplier Fees which are due to the Supplier.
- 5.5 You will be required to pay the Supplier Fees and associated Platform Fees when you confirm you would like the works completed via our platform. These will need to be paid within 28



days or sooner of receipt of an invoice from the RenKap Platform. We will only instruct our suppliers once the payment is received.

- 5.6 For the subscription, RenKap will issue an invoice to the Client as soon as they register on the RenKap platform. Once the Client receives their Tender Report and selects their required surveys, RenKap will then issue an invoice for the Supplier Fees. These will need to be paid within 28 days or sooner of receipt of an invoice from the RenKap Platform.
- 5.7 If you try to make any payment to Suppliers outside of the RenKap Platform, we reserve the right to terminate your use of the RenKap Platform without notice.
- 5.8 If any Client fails to make any payment of the Subscription Fees or Supplier Fees due to RenKap and the Supplier by the due date for payment, then the Client shall be required to pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England base rate as updated from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 5.9 Clients shall pay all Subscription Fees and Platform Fees due to RenKap and Supplier Fees due to Suppliers in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 5.10 RenKap provides the following insurance:
 - 5.10.1 Professional Indemnity: £1,000,000 each and every claim;
 - 5.10.2 Employer's Liability: £10,000,000 each and every claim; and
 - 5.10.3 Public Liability: £1,000,000 each and every claim.

6 Duration and termination

Subscriptions commence once your payment for the first instalment is accepted by us and shall continually renew on an annual basis unless terminated at any time by giving us 90 days written notice of your intention to do so. Notice of termination must be in writing and sent to us via the Platform.

TERMS FOR SUPPLIERS

7 Supplier Registration

- 7.1 If you wish to become one of our Suppliers, you will be asked to register for an Authorised User Account through the RenKap Platform. You and any Authorised Users remain responsible for all actions and security in relation to your Authorised User Account.
- 7.2 You will then be asked to complete our pre-qualification questionnaire prior to accessing our Platform.
- 7.3 We will then assess your application and we may ask you for more details during the verification process prior to accepting you as a Supplier.
- 7.4 You warrant that you are authorised to grant all the licences referred to in these Terms and that you are authorised to bind the Business you represent to these Terms which constitute the entire agreement between us in relation to your use of the Platform Services. You further acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

8 Engaging with Clients

- 8.1 Once registered with RenKap, Suppliers are invited to tender for Sites which have been uploaded by our Clients. In order to participate, the Supplier will be required to submit a Tender. Suppliers have 72 hours to tender for a Site once it has been posted unless advised otherwise by us.
- 8.2 By tendering for a Site, the Supplier is making a contractual offer which is binding upon acceptance by the Client and which will form the basis of the Client Services Contract between the Client and the Supplier. Tenders are valid for a minimum of 90 days. If a Client does not accept a Tender within 90 days, the Supplier may submit a new Tender.
- 8.3 RenKap will employ reasonable endeavours to make the Tender Report which includes the Supplier's Tender available to the Client within 5 working days.
- 8.4 Once a Client accepts the Tender and the Client Services Contract has been formed, the Supplier may commence the Client Services. The Supplier has 5 weeks to complete the Client Services and submit any deliverables to the RenKap Platform. Suppliers will need to upload their deliverables and confirm the outcome of the Client Services with any associated recommendations for further Client Services if necessary.
- 8.5 Suppliers may communicate with the Client once the Client Services Contract has commenced. If either Client or Supplier attempts to contact the other party outside of the RenKap Platform

before that point, that party must immediately inform us via e-mail detailing the nature of the communications.

8.6 Suppliers acknowledge and accept that they are solely liable for ensuring the quality of the Client Services and ensuring they have the necessary accreditations, licences and training to do so.

8.7 When using the RenKap Platform, Suppliers represent and warrant that:

- 8.7.1 they shall not misuse any personal data of Clients shared with them through the RenKap Platform in contravention of the Data Protection Laws (defined in Clause 16.6) or send unsolicited communications to Clients;
- 8.7.2 the Supplier will adhere to tendering deadlines and project completion deadlines in order to guarantee a successful outcome for RenKap clients;
- 8.7.3 where it enters into a Client Services Contract, it shall adhere to all RenKap Scope of Services and contact RenKap where this is not possible;
- 8.7.4 it shall respond to any and all enquiries or requests made by RenKap when carrying out Client Services; and
- 8.7.5 it shall promptly advise RenKap of any prospective Client Services between it and a Client performed or in prospect of performance outside of the RenKap Platform and the financial terms thereof.

8.8 Suppliers also indemnify, defend and hold harmless RenKap against all losses that RenKap (and any other person or business connected to or associated with RenKap) incurs or suffers however arising as a result of or in connection with:

- 8.8.1 the Supplier's breach of the warranties set out above;
- 8.8.2 the Supplier's breach or negligent performance or non-performance of any obligations under these Terms or the Client Services Contract; and/or
- 8.8.3 any claim made by a Client or any third party arising out of or in connection with the Client Services supplied by the Supplier, to the extent that such claim arises as a result of any breach of these Terms by, or the negligence of, the Supplier, its staff or contractors.

8.9 RenKap requires that all Suppliers obtain appropriate insurance, including but not limited to:

- 8.9.1 Professional Indemnity:
 - 8.9.1.1 For the majority: £1,000,000 each and every claim;
 - 8.9.1.2 For Geotechnical and Land Contamination suppliers: £5,000,000 each and every claim.
- 8.9.2 Employer's Liability: £10,000,000 each and every claim; and
- 8.9.3 Public Liability: £1,000,000 each and every claim.

8.10 Once a Supplier enters into a Client Services Contract, RenKap has discharged its obligations toward the parties in respect of that Client Services Contract. Any dispute that arises between a Client and a Supplier after the commencement of the Client Services Contract remains between those parties and RenKap accepts no liability whatsoever for losses incurred



by Clients or Suppliers as a consequence of any Client Services facilitated by the RenKap Platform. RenKap will however work to mediate a solution between the parties.

- 8.11 Suppliers must ensure that at all times Clients are treated in a professional manner and that they shall not use any threatening or unsuitable language, or display any inappropriate behaviour when dealing with Clients.
- 8.12 RenKap reserves the right to suspend and terminate the use of the RenKap Platform by any Supplier that breaches these Terms or if it receives more than two complaints about that Supplier from Clients.
- 8.13 Suppliers promise at all times to:
 - 8.13.1 Comply with all terms agreed within our Terms of Use;
 - 8.13.2 Provide Reasonable Skill and Care as that of a professionally trained surveyor offering the same services.
 - 8.13.3 Respond to RenKap and Clients in a timely and professional manner and keep them updated as necessary;
 - 8.13.4 Submit only accurate bids, including the required level of detail;
 - 8.13.5 Only bid on Jobs that you have capacity to carry out;
 - 8.13.6 Schedule jobs promptly after winning them;
 - 8.13.7 Only contract with the Client via the Platform;
 - 8.13.8 Comply with the Health and Safety at Work act, CDM regulations and other health and safety requirements as may be required.
 - 8.13.9 Comply with the terms of our Anti-Slavery policy as if it were your own policy;
 - 8.13.10 Comply with all applicable laws relating to the provision of the Services including without limitation all laws, statutes, regulations and codes relating to anti-bribery and corruption;
 - 8.13.11 Obtain and maintain in respect of all your business activities and personnel all licences, consents, authorities and insurances that are either necessary or in accordance with good business practice;
 - 8.13.12 Promptly report to RenKap any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of any Services under this agreement, and you agree that you are responsible for compliance with each of the above provisions by your employees and sub-contractors.
- 8.14 Suppliers must:
 - 8.14.1 Inform us immediately if your Client Services change;
 - 8.14.2 If you are not able to access a Site to undertake a job, notify the Client immediately and arrange a new access time and an appropriate call-out fee;
 - 8.14.3 Notify us if you wish to exercise your right cancel a quote at any point before it is accepted by the Client by way of our Platform;
 - 8.14.4 Comply with any additional procedures that we introduce from time to time by way of our Platform to meet the requirements of the Clients.

9 Supplier Fees, Commission Fees

- 9.1 Supplier Fees are set by Suppliers within the Tender and are paid by Clients to Suppliers via the RenKap Platform.
- 9.2 All Suppliers agree and hereby give RenKap authorisation to issue self-billing invoices for Supplier Fees and to collect debt and interest on invoices from Suppliers on their behalf. All invoices for Supplier Fees are issued to Clients on 28 day terms as soon as they instruct the works. We will ensure to receive payment prior to the Supplier being instructed in order to guarantee timely payment to Suppliers on every project.
- 9.3 Suppliers will need to invoice RenKap directly once the Supplier services are received by RenKap. RenKap and the Client will then review the outputs against the RenKap Scope of Services and amendments will be requested from the Suppliers if required. The Suppliers invoices will be paid 28 days from the date of receipt of their outputs. The Suppliers invoices will need to reflect these payment dates.
- 9.4 RenKap will have the right to withhold payment until the Suppliers outputs are delivered in accordance with the agreed Scope of Services.
- 9.5 Suppliers agree to provide us with accurate and complete Know Your Client information about your business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;
- 9.6 RenKap is not liable for the processing times of our Clients who are responsible for any delays in processing Supplier Fees due to Suppliers.
- 9.7 Our preferred currency is GBP. If Supplier Fees are not received in GBP, the conversion is performed by Lloyds bank. We are not responsible for any exchange rate rates or charges levied by Lloyds bank for such conversion.
- 9.8 All Suppliers are fully responsible for compliance with any applicable local laws and regulations in regard to the Supplier Fees that they receive from the Client Services including the payment and reporting of any applicable income taxes and VAT. For the avoidance of doubt, RenKap is not responsible for Suppliers' tax payments or any other financial obligation and cannot provide the Suppliers with any advice in this regard.

10 Status

- 10.1 Nothing in these Terms shall be interpreted as meaning that any Supplier or that any member of a Supplier's personnel is an employee of RenKap. The Supplier hereby agrees that all Client Services are provided to Clients as a self-employed person or as a Business and that therefore no employee legislation shall apply to these Terms and no Supplier shall accrue any benefits or rights of employees under these Terms, including, but not limited to, entitlement to paid holiday or leave from RenKap.

11 Supplier Assignment

- 11.1 All Suppliers need to include for a minimum of one Assignment per survey within their tenders. The Assignment will be via a Letter of Reliance.
- 11.2 The client may request more Letters of Reliance per survey and the supplier will grant these and they may not be reasonably withheld. The suppliers will be requested to provide a price for the additional Letters of Reliance.

GENERAL TERMS

12 RenKap Platform Services

- 12.1 The description of the RenKap Platform Services is as stated on the RenKap Platform, marketing e-mails or any other form of advertisement provided by us. Any description is for illustrative purposes only.
- 12.2 We reserve the right to make minor beneficial changes to the RenKap Platform Services. This could be to comply with any applicable law, regulation or safety requirements, or to implement minor technical adjustments and improvements, for example to optimise your user experience without notice. If we are making significant changes to the RenKap Platform Services, we shall give you 1 months' notice in writing. If you access the RenKap Platform after that notice period has expired, you will have been deemed to have accepted the updated version of these Terms.

13 Intellectual property

- 13.1 We are the owner or the licensee of all intellectual property rights in our RenKap Platform and in the material published on it save for intellectual property rights in the Client Services which are retained by the Client once paid for. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 13.2 "RenKap" is an unregistered trade mark and is legally protected by the laws of "passing off" and "unfair competition". No rights are granted to User or any third-parties to reproduce or use our trade mark for any purpose without prior written approval.
- 13.3 By using the Platform Services, all Users grant RenKap a non-exclusive licence for the duration of the Term of use of the RenKap Platform to use their respective logos and trade marks for the purposes of marketing and case studies in regard to the Client Services.
- 13.4 You are permitted to:
- 13.4.1 print off one copy or download extracts of any page(s) from our RenKap Platform for your personal use; and
 - 13.4.2 draw the attention of others within your organisation to content on our RenKap Platform PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our RenKap Platform is always acknowledged.
- 13.5 However, you must not:
- 13.5.1 modify the paper or digital copies of any materials you have printed off or downloaded in any way;
 - 13.5.2 use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or



13.5.3 use any part of the content on our RenKap Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

13.6 If you print off, copy or download any part of our RenKap Platform in breach of these Terms, your right to use our RenKap Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

14 Viruses and maintenance

14.1 We do not warrant or guarantee that our RenKap Platform is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our RenKap Platform is compatible with your computer equipment and are under no obligation to do so.

14.2 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our RenKap Platform, the downloading of any content, or on any websites linked to it.

14.3 You are responsible for configuring your information technology, computer programmes and RenKap Platform to access our RenKap Platform. You should use your own virus protection software.

14.4 You must not misuse our RenKap Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our RenKap Platform, the server on which our RenKap Platform is stored or any server, computer or database connected to our RenKap Platform. You must not attack our RenKap Platform via a denial-of-service attack or a distributed denial-of service attack.

14.5 We may, from time to time, temporarily suspend the operation of our RenKap Platform with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

15 Third-party Links on our RenKap Platform

15.1 Where our RenKap Platform contains links to third-party websites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked RenKap Platforms or information you may obtain from them. We have no control over the contents of those RenKap Platforms or resources.

16 Successors and our sub-contractors

- 16.1 We can transfer the benefit of these Terms to someone else, however we will remain liable to the other for its obligations under these Terms. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person or entity if we agree to this in writing.
- 16.3 No person who is not a party to these Terms shall have any rights to enforce any of its provisions and these Terms can be varied without any third party's consent. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these Terms.

17 Circumstances beyond the control of either party

- 17.1 In the event of any failure by a party because of something beyond its reasonable control:
- 17.1.1 the party will advise the other party as soon as reasonably practicable; and
 - 5.1.1 the party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

18 Privacy

- 18.1 By providing your personal data you consent to it being displayed on our RenKap Platform as required to facilitate the Client Services.
- 18.2 If you are a Supplier your information will not be shared unless you respond to a Site.
- 18.3 If you are a representative of a Client your information will not be shared with Suppliers unless you accept a Tender at which point you consent to having your personal data shared in order to conduct the Client Services Contract.
- 18.4 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- 18.5 These Terms should be read alongside, and are in addition to our policies, including our Privacy and Cookies Policy.
- 18.6 For the purposes of these Terms:
- 18.6.1 **'Data Protection Laws'** means any applicable law relating to the processing of Personal Data, including, but not limited to the Data Protection Act 2018 and Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - 18.6.2 **'GDPR'** means the General Data Protection Regulation (EU) 2016/679.
 - 18.6.3 **'Data Controller'**, 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.



18.7 We are a Data Controller of the Personal Data we Process in providing the RenKap Platform Services to you.

18.8 Where you supply Personal Data to us so we can provide services to you, and we Process that Personal Data in the course of providing services to you, we will comply with our obligations imposed by the Data Protection Laws:

18.8.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

18.8.2 we will only Process Personal Data for the purposes identified;

18.8.3 we will respect your rights in relation to your Personal Data; and

18.8.4 we will implement technical and organisational measures to ensure your Personal Data is secure.

18.9 For any enquiries or complaints regarding data privacy, please [contact us](#).

19 Reliance on the RenKap Platform

19.1 The content on our RenKap Platform is provided for general information only and is not intended to amount to advice on which you should rely.

19.2 Although we make reasonable efforts to update the information on our RenKap Platform and guarantee quality, we make no representations, warranties or guarantees, whether expressed or implied, that the content of our Suppliers' reports are accurate, complete or up to date. Clients will need to read each report and cast your own judgement.

20 Prohibited use

20.1 You may not use the RenKap Platform for any of the following purposes:

20.1.1 in any way which causes, or may cause, damage to the RenKap Platform or interferes with any other person's use or enjoyment of the RenKap Platform;

20.1.2 in any unlawful or fraudulent manner;

20.1.3 to transmit, or to procure the transmission of any unsolicited marketing materials to us;

20.1.4 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

20.1.5 to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

20.1.6 to gain unauthorised access to our RenKap Platform, the server on which our RenKap Platform is stored or any server, computer or database connected to our RenKap Platform; or

20.1.7 making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

21 Erroneous transactions and fraud

Should we make payment in error to Clients or Suppliers, we reserve the right to pursue reimbursement via the RenKap Platform by deducting the amount from future Supplier Fees/Commission Fees or using all available legal remedies.

22 Limitation of liability

- 22.1 We provide the RenKap Platform Services only and we are not responsible and accept no liability whatsoever in respect of the Client Services that Clients receive from a Client on the RenKap Platform.
- 22.2 We limit our liability as follows:
- 22.2.1 Except to the extent expressly stated in Clause 20.2.4, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are expressly excluded.
- 22.2.2 Subject to Clauses 20.2.3 and 20.2.4, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with your use of this RenKap Platform, including but not limited to: indirect and consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the RenKap Platform Services.
- 22.2.3 Our total liability to Clients for direct losses arising under any agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the pro-rated value of the Subscription Fee paid via the RenKap Platform in the 3 month period preceding the event that gave rise to such a claim.
- 22.2.4 We do not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of our other legal obligations including breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 22.3 This RenKap Platform and the RenKap Platform Services advertised on it are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.
- 22.4 The Supplier agrees to indemnify RenKap against all reasonable costs, expenses, penalties, fines or interest including reasonable legal costs and expenses, incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including claims for employment or worker status brought by any Supplier against RenKap arising out of or in connection with the provision of the RenKap Platform Services, except where such claim is as a result of any act or omission of RenKap.

23 General

- 23.1 These Terms may be varied by us from time to time. Such revised terms will apply to the Platform from the date of publication. User should check the Terms regularly to ensure familiarity with the then current version. No variation of these Terms can be made after it has been entered into unless the variation is agreed by the User and RenKap in writing and authorised by a member of our senior staff.
- 23.2 These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.
- 23.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.
- 23.4 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

24 Governing law, jurisdiction and complaints

- 24.1 This agreement (including any non-contractual matters) is governed by the law of England and Wales.
- 24.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the User lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 24.3 We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, Clients should [contact us](#) to find a solution. We will aim to respond with an appropriate solution within 5 days.

25 Scope of Services



Here are the Scope of Services for each survey we offer via the RenKap Platform (This list is non-exhaustive):

- [Archaeology Survey](#)
- [Asbestos R&D Survey](#)
- [Ecology Survey - PEA](#)
- [Flood Risk Assessment](#)
- [Geotechnical Survey](#)
- [Land Contamination Phase 1 Survey](#)
- [Land Contamination Phase 2 Survey](#)
- [Report on Title](#)
- [Preliminary Planning Policy](#)
- [Residential Noise Survey](#)
- [Topographical Survey](#)
- [Tree Survey](#)
- [Utility D Survey](#)
- [Utility B Survey](#)
- [UXO Survey](#)

26 Aggregated Data

- 26.1 Notwithstanding any other provision, RenKap shall have the right to collect, use, and analyse data and other information relating to the provision, use, and performance of various aspects of the RenKap Platform and related systems and technologies (including, without limitation, information derived from Client Services and reports). RenKap will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the RenKap Platform and for other development, diagnostic and corrective purposes in connection with the RenKap Platform and other RenKap offerings, and (ii) disclose such data solely in an aggregate or other de-identified form in connection with its business. No such use shall identify the Client, the Supplier, or the specific Project site.