Terms of use

This document (together with any materials referred to on it) outlines the terms on which you may undertake SHIFT and use the Sustainable Homes website and SHIFT materials.

Please read these terms of use carefully before you agree to do SHIFT. By signing up for assessment, you indicate that you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please refrain from using the website or materials. Please note that it is a condition of SHIFT assessment that organisations agree to these terms.

Linking to and from the website

Organisations and individuals may link to the Sustainable Homes website homepage or the SHIFT section of the website (*www.sustainablehomes.co.uk/shift*) provided they do so in a way that is fair and legal and does not damage the Sustainable Homes or SHIFT reputation or take advantage of it. But you must not establish a link in such a way as to suggest any form of association, approval or endorsement from Sustainable Homes or SHIFT where none exists.

You may not establish a link from any website that is not owned by you. The Sustainable Homes website must not be framed on any other site. Sustainable Homes reserves the right to withdraw linking permission without notice.

Where the website contains links to other sites and resources provided by third parties, these links are provided for your information only. Sustainable Homes has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

If you wish to make any use of material on the website other than that set out above, please address your request to *info@sustainablehomes.co.uk*.

Use of SHIFT accreditation logos

The SHIFT accreditation logos (as shown above) demonstrate that an organisation has been assessed and accredited at a specific level. Sustainable Homes is happy to provide the relevant logo for use by organisations that have had a SHIFT assessment and been accredited. Organisations must adhere to the SHIFT brand guidelines when using the logo in their own materials, and when being used online it should link to the SHIFT section of the website (*www.sustainablehomes.co.uk/shift*).

The accreditation logo may only be used by organisations from the date it is awarded until a subsequent assessment is undertaken or for one year after accreditation. The right to use the SHIFT accreditation logo, and other logos associated with Sustainable Homes, may be withdrawn without notice at any time at the discretion of Sustainable Homes.

Details of assessment and accreditation fees can be provided on request from info@sustainablehomes.co.uk.

SHIFT assessment

By agreeing to these terms, organisations commit themselves to provide the information requested during the SHIFT assessment within the agreed deadline. Should information not be provided in the agreed timeframe, publicly available information can be used to complete the assessment.

Organisations agree to fully comply with the guidance notes attached to the SHIFT survey. The feedback report will be private and confidential between Sustainable Homes and the organisation under assessment, while the final accreditation level achieved will be made public. Organisations consent to being assessed and accredited and the accreditation level published. They accept that the steering committee for SHIFT reserves the right to have the final say over assessments, accreditation and whether the accreditation levels are published, and its determination is final.

SHIFT events

Organisations that have received a SHIFT accreditation will be entitled to up to three places to attend each SHIFT event. The attendees may vary. Organisations will do their utmost to ensure they can attend the events they book.

Information about organisations

Sustainable Homes processes information about organisations in accordance with its privacy policy. By using the website, you consent to such processing and warrant that all data provided by you is accurate.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Sustainable Homes website or undertaking a SHIFT assessment. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Unless otherwise agreed in writing by either party, this agreement will automatically renew every year.

Sustainable Homes' liability

Feedback reports are prepared for and are confidential between Sustainable Homes and the organisation under assessment. Sustainable Homes cannot accept responsibility or liability to third parties who may be shown the reports or into whose hands they may come. Sustainable Homes accepts no responsibility to the organisation being assessed or third parties with regard to the extent they choose to use the contents of the feedback report for any purpose.

The material displayed on the website is provided without guarantees, conditions or warranties as to its accuracy. To the extent permitted by law Sustainable Homes, other members of its group of companies and third parties connected to it hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the website, any websites linked to it or materials posted on it, including, without limitation, any liability for:

- Loss of income or revenue
- Loss of business
- Loss of profits or contracts
- Loss of anticipated savings
- Loss of data
- Loss of goodwill
- Wastes of management or office time

Any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect Sustainable Homes' liability for death or personal injury arising from its negligence, its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Variations

Sustainable Homes may revise these terms of use at any time by amending this document. You are expected to check the relevant page of the Sustainable Homes website from time to time to take notice of any changes as they are binding on you.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the website.

The website

Commentary and other materials posted on the website, and the results of all assessment, are not intended to amount to advice on which reliance should be placed. Sustainable Homes therefore disclaims all liability and responsibility from any reliance placed on such materials by any visitor to the website, or by anybody who may be informed of any of its content.

Sustainable Homes is the owner or the licensee of all intellectual property rights in the website and the material published on it, including all SHIFT logos.

Access to the Sustainable Homes and Qualtrics website is permitted on a temporary basis, and Sustainable Homes reserves the right to withdraw or amend the service provided on the website without notice. Sustainable Homes will not be liable if for any reason the website is unavailable at any time or for any period.

Sustainable Homes aims to update the website regularly and may change the content at any time. If the need arises, access to the website may be suspended or the website may be closed indefinitely. Any of the material on the website may be out of date at any given time, and Sustainable Homes is under no obligation to update such material.

Payment

Organisations commit to pay the fees for SHIFT assessment within 30 days of signing this form. Any amount outstanding after 28 days from the invoice date will have interest charged at 2% over the Bank of England base rate per month.