



Thank you for accessing our Statlog Service, please read all these terms and conditions carefully. If you are not sure about anything, please contact us at helpdesk@statlog.co.uk.

We are Statlog Pro Limited of The Pavilion, Ascot Racecourse, High Street, Ascot SL5 7JF with email address helpdesk@statlog.co.uk and telephone number 03331 123 133. Our registered company number is 12351224.

1. Acceptance of terms

1. Statlog provides its services to customer through its web site located at www.statlog.co.uk and / or via our telephone helpdesk on 03331 123 133, subject to these terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE Statlog® SITE OR USE THE SERVICES OR CONTENT. BY VIEWING OR USING ALL OR ANY PART OF THE SERVICES OR THE SITE, OR ANY MATERIALS OR BY COMPLETING ANY REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY THESE TERMS:

2. By accepting these terms, or by accessing or using the service or site, you represent and acknowledge that you have read, understood, and agree to be bound by these terms, and that the information you provide to the service is accurate, complete, and is yours or within your right to use. If you are entering into these terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its subsidiaries and affiliates to these terms. If you do not have such authority, or if you do not agree with these terms, you must not accept these terms and may not use the service.
3. You acknowledge that these terms constitute an agreement between you and us, even though it is electronic and is not physically signed by you and us, and that these terms govern your use of the service.
4. The service is for use in the United Kingdom only. You must not access the service from any other jurisdiction.
5. You are entirely responsible for all compliance with laws and regulations which apply to you.

2. Description of service

1. The service includes the web site and services provided to you through our web site and / or telephone helpdesk, including all software, data, text, images, sounds, videos, and other content made available through the site. Any new features added to or augmenting the service are also subject to these terms.
2. We make commercially reasonable efforts to have the web site and services available 24x7, except for: (a) planned downtime or (b) circumstances beyond our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, or technical failures beyond our control.
3. In the case of services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
4. We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

3. Your responsibilities

1. You must co-operate with us in all matters relating to the services, provide us and our authorised employees and representatives with all information required to perform the services. Failure to comply with this clause is a client default which entitles us to suspend performance of the services until you remedy it.
2. You are responsible for all information, data, text, messages or other materials that you post or is otherwise transmitted via the service. You are responsible for maintaining the confidentiality of your login and account, and are fully responsible for any and all activities that occur under your login or account.
3. You are responsible for the truthfulness, accuracy, reliability and completeness of any communications provided by you and of any opinions you express in reviews and any ratings provided by you on the service.

4. Access and use of the service

1. Subject to these terms and conditions, you agree to access and use the service only for your internal business purposes as contemplated by these terms. Except your limited right to access and use the service as expressly granted to you here, all rights, title and interest in and to the service and its components, including all related intellectual property rights, will remain with and belong exclusively to us.
2. You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the service available to any third party, other than as expressly permitted by these Terms; (b) use the service to process data on behalf of any third party, (c) modify, adapt or hack the service to falsely imply any sponsorship or association with us, or otherwise attempt to gain unauthorized access to the service or its related systems or networks; (d) use the service in any unlawful manner, including but not limited to violation of any persons privacy rights, infringing any person's intellectual property rights, or sending spam or otherwise duplicative or unsolicited messages in violation of applicable law, (e) use the service in any manner that interferes with or disrupts the integrity or performance of the service and its components; (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the service; (g) use the service to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or contains any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (h) try to use, or use the service in violation of these terms.

5. Privacy and security

1. You permit us to use the data you provide and share this where required with third parties in order to provide the service to you.
2. In providing you the service, we shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of your data. These safeguards include, where applicable, encryption of your data in transmission (using SSL or similar technologies), except for certain external third-party integrations that do not support encryption, which you may link to the service at your choice.
3. You agree that we can access your account information in order to respond to your service requests. We will not disclose such data except to enable us to provide you with the service or if compelled by law or when permitted by you.
4. Statlog is responsible for securing the storage, transmission, and processing of data that flows through its systems.

5. We use cookies (small files which asks permission to be placed on your computer's hard drive) in order to allow Statlog to respond to you as an individual, tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. You can choose to accept or decline cookies, however, if you decline you understand that this may prevent you from taking full advantage of Statlog and may prevent us from providing all or part of the service to you.
6. You are fully responsible for the security of the data on your site or otherwise in your possession. While Statlog helps to make compliance easier; you are solely responsible for compliance with any laws, regulations, or rules applicable to your business.
7. You understand that any opinions you express, reviews you make or ratings you give via the service are in the public domain and will be shared with others using the service and third parties.

6. GDPR

The following is a summary of our data protection policy relating to Statlog users. The full policy can be reviewed and downloaded from Statlog or requested from helpdesk@statlog.co.uk.

1. What personal data do we obtain and hold, from whom and why?
2. We hold a small amount of personal data in respect of business organisation personnel including those from; central and local government; religious and educational establishments; commercial enterprises; charities; Statlog users; building consultants; contractors; suppliers; and collaborating organisations. In addition, we also hold a small amount of personal data in respect of Governing Body volunteers.
3. We only ever hold adequate and relevant data, limited to what is necessary to operate Statlog effectively and for no other purpose.
4. We do not hold or process 'sensitive data' under the scope of the GDPR. We regularly review the data use within our business and have currently concluded that a data protection impact assessment (DPIA) is not required and that the data or processing of that data is not considered 'high risk' under the scope of the GDPR.
5. The following is all the personal data we would currently ever hold:-
 - Names
 - Business addresses
 - Business telephone numbers
 - Business email addresses
 - Personal addresses (if individuals have given this to us)
 - Personal telephone numbers (if individuals have given this to us)
 - Personal email addresses (if individuals have given this to us)
 - IP addresses
 - Location
 - Hardware and software being used (to enable appropriate IT support to be given)
 - Whether or not a DBS check exists (but not the actual check or result)
6. What are the risks?
 1. Most, if not all, of the personal data we process in respect of clients, potential clients, suppliers, consultants, contractors, collaborating organisations and officials is already freely available within the public domain. The likelihood of any harm resulting in a data breach of this information is very low.

7. What is the lawful basis applicable to us for processing personal data?
 1. At least one (usually more) of the following applies to you: -
 - **Consent:** you are explicitly agreeing to us processing your data via this EULA.
 - **Contract:** the processing of some of your personal data may also be necessary for a contract we have with you or your organisation.
 - **Legal obligation:** where the processing is necessary for us to comply with the law.
 - **Legitimate interests:** the processing is necessary for your legitimate interests or the legitimate interests of your organisation.
8. How do we use personal data?
 1. The personal data you or your organisation provide is made available to all Statlog users and collaborating organisations in order to enable the software to function.
9. How can I find out what personal data you hold relating to me?
 1. Email helpdesk@statlog.co.uk or call us on 03331 123133. You will initially be provided with a list of the type of data we hold (not the actual data) via a pro-forma email response within 14 working days. If you then require the actual data, you will be asked to verify your identity before data is sent.
10. How long do we keep personal data?
 1. Where your data has been actively used within Statlog, we are legally bound to keep all associated data for a period of twelve years, after which it will be automatically removed and securely destroyed.
11. Contract duration, cancellation and termination
 1. Where you are using the Statlog service or a part of the Statlog service as a Local Site operative to manage a site premises (eg Business, School, Academy). Duration, cancellation and termination terms are determined by a separate rolling monthly contract between the Site and Statlog Pro limited.
 2. Where you are using the Statlog service or a part of the Statlog service as a Central Fundholder (eg. Business, Diocese, Local Authority, Academy Trust). Duration, cancellation and termination terms are determined by a separate contract between the Central Fundholder and Statlog Pro limited.
 3. Where you are using the Statlog service as a Building Consultant to assist a site (that is already subscribed to the relevant Statlog package) in the management of their premises you may opt out of using Statlog at any time by emailing your request to helpdesk@statlog.co.uk.
- 6.4 Where you are using the Statlog Strategic Survey Tool module as a Building Consultant to survey a site (that is already subscribed to the relevant Statlog package), a single site five-year consultant survey tool access fee (currently as at 1.4.2022 a single payment of £360+VAT or in five annual installments of £72+VAT) is payable in order for you to access to the survey tool for that site. You may opt out of using Statlog at any time by emailing your request to helpdesk@statlog.co.uk; any unpaid installments remaining will be due immediately upon termination.
- 6.5 Where you are using the Statlog service as a Building Contractor to assist a site(s) in the management of their premises (that is already subscribed to the relevant Statlog package) you may opt out of using Statlog at any time by emailing your request to helpdesk@statlog.co.uk.
- 6.6 Any complaints about the service should be directed to helpdesk@statlog.co.uk where a copy of our complaint procedure can also be obtained.

7. Intellectual property rights

1. We shall retain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to you to use the service under these terms do not convey any additional rights in the service, or in any intellectual property rights associated therewith. You grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the service or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you.

Our product and service names, and logos used or displayed on the service are our registered trademarks, and you may only use such marks to identify yourself as a customer and user of the service; provided you do not attempt, now or in the future, to claim any rights in the marks, degrade the distinctiveness of the marks, or use the marks to disparage or misrepresent us, or our services or products.

8. Disclaimer of Warranties

1. The service, including the site and content, and all server and network components are provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law, and we expressly disclaim any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the service will be uninterrupted, timely, secure, error-free or virus-free, and no information or advice obtained by you from us or through the service shall create any warranty not expressly stated in these terms.

9. Limitation of Liability

1. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to these terms, or such party's affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party in connection with these terms or the service, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.
2. Notwithstanding any provision of this agreement to the contrary in these terms, our aggregate liability, for damages (monetary or otherwise) under these terms claimed by you or any third party arising from our service, shall be limited to the lesser of (i) actual damages incurred, or (ii) payments made by you for the service during the six (6) months preceding the claim. The parties acknowledge and agree that the essential purpose of this section is to allocate the risks under these terms between the parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if we were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into these terms.
3. We do not guarantee the truthfulness, accuracy, reliability, timeliness, completeness, performance or fitness for any particular purpose of any communications provided by third parties or endorse any opinions expressed in reviews. You should take all due care in relying on material posted as reviews, as this is done at your own risk. The ratings and other information found on the service are provided by users, not by us. We do not endorse or recommend any particular third party service. Any material you obtain from the service is used at your own risk, and we will not be liable for any loss or damage arising out of or in connection with access or use of the service (except to the extent that such liability cannot be excluded by law).
4. Whilst we take steps to prevent misuse of our systems, we cannot warrant that the service will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. We recommend that you always use up-to-date firewalls and anti-virus software to protect your equipment and data.
5. Where links are provided to third party websites, it is not possible for us to review all websites which are linked from the service (or link to the service), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links.

10. Our rights

1. We reserve the right at all times to edit, refuse to post, or to remove from the service any information or materials for any reason whatsoever, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.
2. We reserve the right to restrict your access to the service at any time without notice for any reason whatsoever. Without prejudice to the generality of the above, we reserve the right to restrict your access to the service at any time without notice in the event that we suspect you to be in material breach of any term of these terms of use.
3. We reserve the right to modify or discontinue temporarily or permanently all or part of the service with or without notice without liability for any modification or discontinuance. We may vary these terms of use from time to time and shall post such alterations on the service.

11. Relationship of the parties

1. The parties are independent contractors. These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

12. General

1. Our failure to enforce at any time any provision of these terms does not constitute a waiver of that provision or of any other provision of these terms.
2. If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms of Use shall remain in full force and effect unless the business purpose of these Terms of Use is substantially frustrated, in which case they shall terminate without giving rise to further liability.
3. You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.
4. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.
5. These Terms of Use constitute the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or verbal with the exception of our Statlog fee agreement with you. To the extent that there is any conflict between them, those agreements shall apply in the following order of precedence:
 1. Our Statlog fee agreement with you (if applicable), then
 2. These terms of use
6. You acknowledge that you have placed no reliance on any representation made but not set out expressly in these terms of use.
7. Any notice to be given under these Terms of Use may be given via e-mail or registered post to the address provided on the Website or otherwise as notified by one party to the other.
8. Notwithstanding any other provision in these Terms of Use a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce these Terms of Use
9. These Terms of Use shall be subject to the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.