

Terms and Conditions

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Tenderstream Subscription

When you buy a Tenderstream membership as an annual subscription, your purchase will be subject to the terms and conditions below.

1. Contracting Party

Your contract will be fulfilled by Built Environment Media Limited, Company Number 04476064 (England), whose registered address is Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR, United Kingdom ("BEM").

2. Subscriptions

When you order an annual subscription, you must provide a contact name, business name, telephone number, postal address and email address together with a credit or debit card, or purchase order details as necessary, and authorisation to deduct payment or invoice you.

To fulfil your request for additional users within a subscription, you must provide each user's first and last name and email address.

During your subscription term, you may add new users (or delete existing users) to your subscription by contacting customer services (customerservices@tenderstream.com). New users will have access to our content for the remainder of their subscription term. Email addresses provided should be in the name of the individual user and should not be a generic or group email account. We reserve the right to prohibit or investigate the use of group email addresses for individual user subscriptions.

If we agree to invoice you, we will send you written confirmation by email upon receipt of your full settlement, and a legally binding contract will be formed on that date. We will not be responsible if you do not receive this email because you have supplied us with an incorrect email address, or your mail servers prevent delivery.

If you are buying online, your credit or debit card will be debited when you click Submit Order. Although you will see an online confirmation page and receive an email acknowledging that your order has been received and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we send you confirmation via email. We will not be responsible if you do not receive the confirmation because you have supplied an incorrect email address or your mail server prevents delivery.

3. Pricing and Order Processing

Subject to Section 5 below, we reserve the right to increase the subscription fee for any reason, including business needs or the broader market environment. Where this applies, you will be given due written notice well in advance.

We usually take payment upon order submission. But if we agree to invoice, the invoice will become due for payment 7 days from the invoice date. If no payment is received within 7 days, we reserve the right to suspend the subscription service until we receive cleared funds. You will remain liable for the full amount on the invoice. You acknowledge and accept that we shall be entitled to charge interest on any outstanding balance owed to us, accruing daily from the date the invoice became due for payment.

We reserve the right to refuse or decline to process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. Where we do not accept or process your order, we will notify you in writing, and where your credit card or debit card has already been debited, we will refund your payment within 30 days.

We reserve the right not to fulfil, and to cancel, orders if we are unable to obtain payment authorisation from the issuer of your payment card or cheque, or in the event of obvious inaccuracies in prices, or if sanctions are imposed on your country of residence or the country where you access or receive our content.

4. Marketing

We include all organisational customers in our business marketing. You acknowledge and accept that we have the right to use your company name as part of ongoing marketing and public relations for this programme. These announcements will never be disparaging or otherwise adverse to your business.

5. Renewal

We shall be entitled to increase the subscription fee with effect from each renewal date at our discretion. The revised subscription fee will be notified to you in advance of your renewal date and will take effect on that date. Your continued use of the content shall constitute your acceptance of the increased subscription fee. References to the subscription fee shall be deemed to refer to the increased subscription fee.

6. User details

You shall ensure that your users keep their passwords for accessing our digital content secure. You undertake to immediately notify us of any known or suspected unauthorised access to our digital content of which you are aware, or if any of your users shares their user email address and password with anyone. We reserve the right to suspend access to digital content if we suspect access details have been shared with a third party, pending investigation.

We agree to take appropriate technical and organisational measures against unauthorised or unlawful processing of your users' personal data and against accidental loss, destruction or damage to such personal data, where 'personal data' has the meaning given to it in the Data Protection Act 1998.

7. Contract term and refund policy

All subscription contracts are for a minimum 12-month period, including subscriptions which begin with introductory rates. Any payments made by monthly or quarterly instalments do not constitute a monthly or quarterly subscription and are made at BEM's discretion.

You can end your contract with Tenderstream at the end of your membership, provided you notify us before your membership expires. If you do not notify us of your intent to cancel your membership

before the renewal date, or if you view or download tenders after the renewal date has expired, your annual membership is automatically renewed, and the renewal invoice becomes payable.

Even if you cancel your subscription, we will issue refunds only for cancellations required by law. Cancelling a card payment, reversing a charge or otherwise stopping a payment does not cancel your contract with us.

We may terminate your subscription immediately without a refund if you breach any of these terms and conditions.

8. Delivery of digital content

We provide access to digital content through our Website using the email address (es) you provided at the time of registration. We will use reasonable endeavours to provide reliable access to our digital content, but we do not undertake or warrant that access will be uninterrupted. From time to time, we may temporarily suspend all or part of the digital content for (a) emergency repair, maintenance or improvement without notice; and (b) scheduled support and maintenance on notice to you.

For a multi-user subscription, it is the responsibility of the main contact at the subscriber organisation to notify us of any changes to users' contact details across the entire account.

9. Delay in delivery and non-delivery

We are not responsible for any delay or non-delivery of your subscription in the following situations:

- (a) if your bank, card issuer, or cheque provider does not authorise payment, or if an invoice has not been paid by the due date;
- (b) if sanctions are imposed on your country of residence or the country where you access or receive our content;
- (c) if the delay or non-delivery is caused by circumstances beyond our reasonable control (or that of our sub-contractors or agents). This may include, but is not limited to, war, power or utility failures, telecommunications or transport disruption, postal strikes, fire, flood, government action, legislative restrictions, industrial disputes, or malicious damage.

10. Subscription offers

From time to time, we will run subscription offers. These offers may be available only to specific individuals or organisations, and this will be stated on the offer. If responding to an offer, clearly quote the relevant offer code at the time of ordering. We accept no liability and may not accept your order if you do not quote the relevant offer code.

Offers are subject to availability, and orders must be placed before the offer closing date.

11. Content

All rights in content are owned by us or our licensors. You may use the content for your own requirements in the course of your business, and you may disclose reasonable extracts of the content, provided that BEM (as "Tenderstream") is credited in all publications as the source of and owner of the copyright in the content.

We use reasonable endeavours to ensure that all content is accurate and up-to-date at the time of publication. Still, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Limitation of liability

We are not liable, whether in contract, negligence or other tortious action or otherwise arising out of or in connection with these terms and conditions, your subscription and our publication of any digital content: (a) for any loss of profits, loss of data, loss of revenue or loss of goodwill; (b) for any indirect, special, economic and consequential damages, claims, losses, costs or expenses of any kind; or (c) in excess of the total subscription fee payable by you in respect of the 12 months preceding the relevant claim.

Our exclusions of liability shall not apply to (a) any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents; (b) fraud or fraudulent misrepresentation; and (c) any other liability which cannot be limited or excluded by applicable law.

13. Anti-bribery

You warrant that you shall: (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; (b) comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of these terms and conditions.

BEM pledges to trade legally and respect all laws, including the Trade Sanctions imposed by the UK, EU and/or US Governments. We operate a Sanctions Policy, which means that we may not accept subscriptions from individuals or organisations based in, residing in, or connected to a country or organisation subject to UK, EU and/or US Government sanctions, and BEM reserves the right to refuse to accept such an order from any such persons or organisations.

Notwithstanding any other clause in this agreement, breach of this Clause shall be deemed a material breach of these terms and conditions.

14. General

We reserve the right to change these terms and conditions at any time by posting changes on the Website. It is your responsibility to review these terms and conditions when accessing content. For current subscribers, each change shall be effective on the start of the next Renewal Date.

These terms and conditions (together with any documents referred to herein or required to be entered into pursuant to these terms and conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these terms and conditions and any such document.

You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on the brand's website. You agree to this electronic means of communication, and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

You acknowledge that in placing an order you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these terms and conditions.

You may not assign, sub-license, sub-contract or otherwise transfer to any third party (including any group company) your rights and/or obligations under these terms. We may assign, sub-license, sub-contract or transfer our rights to any third party at any time.

15. Governing law and jurisdiction

These terms and conditions are governed by, and shall be interpreted in accordance with, the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Tenderstream Website

1. Introduction

1. The Tenderstream website ("the Website") is owned and run by Built Environment Media Limited, Company Number 04476064 (England), and whose registered address is Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR, United Kingdom ("BEM").
2. Please read these terms & conditions carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted these Terms & Conditions in full, regardless of whether or not you choose to register as a member on the Website. If you do not accept these Terms & Conditions, you must leave the Website immediately.
3. BEM may revise these Terms & Conditions at any time by posting an update on the Website. Your continued use of the Website after any such change constitutes your acceptance of the new Terms & Conditions, and they shall be binding on you. You should therefore check the Website from time to time to review the then current Terms & Conditions.

2. Disclaimer

1. BEM will work to ensure that the Website is available at all times; however, it shall not be liable if, for any reason, the Website is unavailable for any period of time. The Website may be temporarily unavailable without notice in the case of failure, maintenance or repair or for any other reasonable cause.
2. You acknowledge that whilst BEM endeavours to ensure that information on the Website and any related material provided to you by BEM, whether by email or otherwise, is accurate and complete, it is provided only for general information, is not intended to address your particular organisational requirements, and does not constitute any form of advice or recommendation by BEM. Information on the Website should not be relied

upon by you in making (or refraining from making) any specific investment or other business or personal decisions, and you acknowledge that professional advice should be obtained before making any such decision. You accept that some of the content may be supplied by third parties, and the accuracy and completeness of it will not have been checked by BEM.

3. BEM will work to ensure that the Website information and attachments do not contain or promulgate any viruses or other malicious code. However, it is recommended that you virus-check all such materials and regularly check for viruses and other malicious code.

3. Use of Website Content

1. All intellectual property rights in the Website information and attachments are reserved by BEM or its licensors or users (as applicable).
2. You agree that in using the Website information and attachments, you will (except where agreed in writing with BEM):
 1. use them only in accordance with the following permitted uses:
 1. Viewing them on a computer screen and printing not more than one copy of them (and not further copying them);
 2. where and to the extent (only) that permission to download and store them is specifically granted in the relevant Website information and attachments, downloading and storing the content on the hard disk of your computer or portable media but not making any further transfer or copy of it; and
 3. making only such other use (if any) of them as may be specifically authorised.
 2. not create a database (electronic or otherwise) that includes any BEM information and/or attachments;
 3. not use the Website information and attachments for any other commercial purposes (which would include using them to promote or encourage the sale of your goods/services);
 4. not transmit or re-circulate any BEM materials to any third party (unless specifically authorised to do so by BEM);
 5. not remove any copyright or trade mark notice(s) from the Website information and attachments;
 6. not disseminate any unsolicited or unauthorised advertising, promotional materials, any material that could be interpreted as spam, chain letters, junk mail, pyramid schemes, or any other form of solicitation;
 7. not disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of

confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;

8. not disseminate any material which does or may bring BEM or any of its brands or subsidiaries into dispute or in any way damage their reputation;
 9. not disseminate any material that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data; and
 10. not post link(s) that take users to material that contravenes any of the above restrictions.
3. For the avoidance of doubt, you agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the Website or information found on it or through it (including as part of any database, library, news, information, archive, website or similar service) other than as set out above.
 4. Additional terms may apply to:
 1. any purchases you make through the Website;
 2. registration to the Website and/or any other email alert or other related services; and
 3. any promotion or competition appearing on the Website.

4. Links to and from other websites

1. Links on the Website to third-party websites are provided solely for your convenience. If you use these links, you leave the Website. BEM has not reviewed these third-party websites and does not control and is not responsible for these websites or their content or availability. BEM therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.
2. You may link to the home page of the Website, but strictly only on the basis that you do not replicate the home page of the Website, and subject to the following conditions:
 1. you do not create a frame or any other browser or border environment around the Website;
 2. you do not in any way imply any endorsement by BEM other than with its written consent or misrepresent your relationship with BEM;
 3. you do not use any logos or trademarks displayed on the Website without the express written permission of BEM;
 4. you do not link from a website that is not owned by you; and

5. your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
3. You may link to other pages of the Website only with the prior written consent of BEM and subject always to the obligations set out in Clause 5.2. If you wish to do so, please contact BEM using the contact details shown on the Website.

5. Registration

1. To access certain parts of the Website, BEM may require you to register and provide certain information about yourself. Such registration shall be subject to specific terms of registration. When you register, you also agree to:
 1. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data"); and
 2. contact us using the details shown on the Website in the event that you wish to update your Registration Data.
2. Where you register on the Website, you will be allocated a username and password. These account details must be used solely by you; sharing your username and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:
 1. maintain the security of your username and password and be fully responsible for all use of the Website made using your username and password;
 2. immediately notify BEM if you become aware of any unauthorised use of your username and password or any other breach of security by contacting us using the contact details shown on the Website; and
 3. ensure that you log out from your Website account at the end of each session.
3. BEM cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

7. Trade Marks

All BEM trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of BEM and neither they nor any confusingly similar versions (in "passing off") may be used by you including (but not limited to) as part of any trade marks and/or domain names without the prior written consent of BEM other than for the purpose of referring to BEM and its associated brands lawfully and in good faith (only).

8. Suspension of access to the Website and User Indemnities

1. If, for any reason, BEM believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, cancel your access to the registration sections of the Website immediately and without giving you any advance notice.

2. Without prejudice to the provisions of Clause 8.1, you agree to compensate BEM in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the BEM Materials (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.2.

9. Limitation of BEM's Liability

1. BEM will not be liable to you for any loss or damage caused by BEM or its employees or sub-contractors in circumstances where:
 1. there is no breach of a legal duty of care owed to you by BEM (or its employees or sub-contractors); or
 2. such loss or damage is not a reasonably foreseeable result of any such breach; or
 3. in respect of any increase in the loss or damage resulting from your actions.
 2. Without prejudice to Clause 9.1 but subject to Clause 9.3, any liability of BEM arising in respect of your use of the Website and/or the BEM Materials (whether in tort, contract or otherwise) shall be limited in aggregate to five hundred pounds sterling (£500) per event unless otherwise agreed in writing between us.
 3. Nothing in these Terms & Conditions shall exclude or limit BEM's liability for:
 1. death or personal injury caused by the negligence of BEM and/or its employees; or
 2. fraudulent misrepresentation by BEM and/or its employee.
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