



END USER LICENCE AGREEMENT

SmartWaste Scan

Revision: 1.0

Issue Date: 31 July 2025



PLEASE READ THESE END USER LICENCE AGREEMENT TERMS CAREFULLY.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

You must be 18 years or over to accept these terms and use the App.

1. Who we are and what this Agreement does

- 1.1. We, Building Research Establishment Limited of Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 9XX license you to use the SmartWaste Scan mobile application software at <https://swscan-mob.bregroup.com/> and/or desktop application software at <https://swscan.bregroup.com/login>, the data supplied with the software, and any related online or electronic documentation or content provided or accessed through it (together the **"SmartWaste Scan App"**) and any updates or supplements to it, in accordance with these terms.

2. Purpose of the SmartWaste Scan App

- 2.1. The SmartWaste Scan App has been designed to enable persons engaged on a construction site ("**Operative**") to upload and verify waste and materials data. The SmartWaste Scan App also enables such persons to share that information with any company, business or organisation who has engaged the Operative(s) at the site ("**Organisation**") so that they may use that information to monitor waste and materials on site and use this information for the Organisation's internal practices and records.
- 2.2. This End User Licence Agreement applies to you if you are using this SmartWaste Scan App as an Operative.
- 2.3. Access to this SmartWaste Scan App has been purchased by the Organisation under the terms of a separate SmartWaste Scan subscription agreement between us and the Organisation ("**Subscription**"), and your use and access of the SmartWaste Scan App and related services is granted solely as part of that Subscription. The SmartWaste Scan App and related services is provided to you in the context of your trade, business, craft or profession, and not for your personal use.

3. Your privacy

- 3.1. Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy which can be viewed at [BRE privacy policy](#).
- 3.2. BRE's websites and web applications use cookies. To find out how cookies are used and what data is being collected, please visit BRE's cookie policy at [Our latest cookie policy](#).

4. Operating system requirements

- 4.1. To use this SmartWaste Scan App your device must meet the operating system/ minimum system requirements details in ANNEX 1.

5. Support for the SmartWaste Scan App and how to tell us about problems

- 5.1. If you are having problems using the SmartWaste Scan App or wish to contact us for any other reason please email our customer service team at smartwaste@bregroup.com.

6. How we will communicate with you:

- 6.1. If we have to contact you we will do so by email using the contact details you have provided to us when you register to use the SmartWaste Scan App.

7. **How you may use the SmartWaste Scan App**

- 7.1. In return for your agreeing to comply with these terms you may access SmartWaste Scan App via a URL on a suitable web browser to view (see Operating Requirements at ANNEX 1) and use the SmartWaste Scan App strictly for the purpose set out above at section 2 only, in accordance with these terms.

8. **Licence restrictions:**

- 8.1. You agree that you will:

- 8.1.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the SmartWaste Scan App in any form, in whole or in part to any person without prior written consent from us;
- 8.1.2. not copy the SmartWaste Scan App, except as part of the normal use of the SmartWaste Scan App or where it is necessary for the purpose of back-up or operational security;
- 8.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the SmartWaste Scan App nor permit the SmartWaste Scan App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the SmartWaste Scan App on devices as permitted in these terms;
- 8.1.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the SmartWaste Scan App nor attempt to do any such things, except to the extent that this is permitted by the mandatory provisions of applicable law (e.g. for the purpose of interoperability) and then only to the extent expressly permitted by the mandatory provisions of applicable law;
- 8.1.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the SmartWaste Scan App.

9. **You may not transfer the SmartWaste Scan App to someone else**

- 9.1. We are giving you personally the right to use the SmartWaste Scan App as set out above. You may not otherwise transfer access to the SmartWaste Scan App to someone else, whether for money, for anything else or for free. If you sell or otherwise dispose of any device on which the SmartWaste Scan App is bookmarked, you must first remove the SmartWaste Scan App bookmark and any saved login/access credentials and passwords data from it.

10. **Changes to these terms**

- 10.1. We may need to change these terms to reflect changes in law or best practice or to our business or to deal with additional features which we introduce. We will give reasonable notice of any change by sending you an email with details of the change, or notifying you of a change within the SmartWaste Scan App itself. If you do not accept the notified changes you will not be permitted to continue to use the SmartWaste Scan App.

11. **Update to the SmartWaste Scan App and changes to the service**

- 11.1. From time to time we may automatically update the SmartWaste Scan App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the SmartWaste Scan App for these reasons.
- 11.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the SmartWaste Scan App.

12. **If someone else owns the phone or device you are using**

- 12.1. If you download or use the SmartWaste Scan App onto/ on any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

13. **We are not responsible for other websites you link to**

- 13.1. The SmartWaste Scan App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 13.2. You will need to make your own independent judgement about whether to use any such independent sites.

14. **Acceptable use restrictions**

- 14.1. You must:

- 14.1.1. not use the SmartWaste Scan App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the SmartWaste Scan App, any service or any operating system;
- 14.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the SmartWaste Scan App, including by the submission and/or upload of any material or content to the SmartWaste Scan App (to the extent that such use is not licensed by these terms);
- 14.1.3. only upload waste and/or materials to the SmartWaste Scan App, and must not upload or transmit any content or images containing any person(s) and/or any personal information or personal data;
- 14.1.4. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the SmartWaste Scan App;
- 14.1.5. ensure that you have all necessary authority and permissions, whether from the Organisation or otherwise, to upload/transmit/input relevant waste, materials, or site details and/or any other information or data into to the SmartWaste Scan App;
- 14.1.6. not use the SmartWaste Scan App or services in any way which will result in you accessing, retrieving, uploading or transmitting any data for which you do not have permission or licence;
- 14.1.7. not use the SmartWaste Scan App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 14.1.8. not collect or harvest any information or data from the SmartWaste Scan App or our systems or attempt to decipher any transmissions to or from the servers running the SmartWaste Scan App; and
- 14.1.9. comply with our Acceptable Use Policy set out at [*BRE acceptable use policy*](#).

15. **Intellectual property rights**

- 15.1. All intellectual property rights in the SmartWaste Scan App and any related online or electronic documentation or content provided or accessed through it (the "**Documentation**") throughout the world belong to us (or our licensors) and the rights in the SmartWaste Scan App are licensed (not

sold) to you. You have no intellectual property rights in, or to, the SmartWaste Scan App or Documentation other than the right to use them in accordance with these terms.

16. **Our responsibility for loss or damage suffered by you**

- 16.1. **We are not responsible for the actions of the Organisation engaging you:** Except to the extent that you are employed, engaged or appointed by us directly (and we have agreed to take responsibility for any matter in that capacity), we shall not be responsible or liable for the acts or omissions of the Organisation that has engaged you to attend a site, or the information provided to you by any such Organisation through the SmartWaste Scan App. We make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. As your relationship with any such Organisation is subject to separate terms entered into with the Organisation, if you have any complaints or concerns regarding information that has been provided to you, or requested from you, through the SmartWaste Scan App from that Organisation, you should take the matter up with them directly.
- 16.2. **We will only ever be responsible to you for foreseeable loss and damage caused by us:** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- 16.3. **This SmartWaste Scan App is provided to you free of charge on an "AS IS" basis:** The SmartWaste Scan App is provided to you free-of-charge and (to the fullest extent permitted by law) on an 'AS IS' basis. Accordingly to the maximum extent permitted by law, and except as expressly provided in these Terms, we provide you with the SmartWaste Scan App on the basis that we exclude all representations, warranties, conditions and other terms which but for these Terms might have effect between us.
- 16.4. **We do not guarantee that the SmartWaste Scan App will meet your requirements or be error free:** Although we aim to offer you the best SmartWaste Scan App reasonably possible, we make no promise that the SmartWaste Scan App will meet your requirements. We cannot guarantee that the SmartWaste Scan App will be fault or virus free or continuously available. Your access to the SmartWaste Scan App may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities, functions or services. We will try to restore the SmartWaste Scan App as soon as we reasonably can.
- 16.5. **To the fullest extent permitted by law we will not be liable for any loss arising from your use or inability to use the SmartWaste Scan App:** To the fullest extent permitted by law, and except as expressly provided in these Terms, we exclude all liability to you for any direct or indirect loss, and for any damage or expense (including without limitation loss of opportunity, loss of earnings, loss of anticipated earnings or loss of data) howsoever arising out of your use of or inability to use the SmartWaste Scan App or any fault or problem relating to the SmartWaste Scan App.
- 16.6. **We are not responsible for events outside our control.** If our provision of the SmartWaste Scan App or support for the SmartWaste Scan App is prevented or delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for issues or delays caused by the event.
- 16.7. **Please back-up content and data used with the SmartWaste Scan App.** We recommend that you back up (and/ or keep copies of) any content and data used in connection with the SmartWaste Scan App, to protect yourself in case of problems with the SmartWaste Scan App. We will not be liable for the consequences should you fail to do so.
- 16.8. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Notwithstanding the preceding provisions of this Section or any other provisions contained in these Terms, nothing in these Terms of use shall exclude or limit our liability for death or personal injury due to our negligence or for fraudulent misrepresentation or for any other liability which cannot be

excluded or limited under applicable law. If you are dealing with us as a consumer, your statutory rights as a consumer are not affected by these Terms.

17. **We may end your rights to use the SmartWaste Scan App and the services if you break these terms**

17.1. We may end your rights to use the SmartWaste Scan App, and deactivate any account you have with us, at any time, if:

17.1.1. Your Organisation's Subscription to use our services comes to an end for any reason.

17.1.2. You have breached these terms in any way. If what you have done can be put right we will give you a reasonable opportunity to do so.

17.2. If we end your rights to use the SmartWaste Scan App:

17.2.1. You must stop all activities authorised by these terms, including your use of the SmartWaste Scan App.

17.2.2. You must delete or remove the SmartWaste Scan App from all devices in your possession and immediately destroy all copies of the SmartWaste Scan App which you have and confirm to us that you have done this.

17.2.3. We may disable your account and remove your access to SmartWaste Scan App.

18. **Transferring this Agreement to someone else**

18.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2. You may not transfer your rights or your obligations under these terms to another person under any circumstances.

19. **Miscellaneous**

19.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19.2. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.3. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

19.4. We may update the terms of this Agreement from time to time, and if we do the changes shall be notified to you in writing.

20. **Which laws apply to this Agreement and where you may bring legal proceedings**

20.1. These terms are governed by English law and the Courts of England shall have exclusive jurisdiction to settle any dispute or controversy arising out of these terms or the agreement create by them.

21. **Version Control**

21.1. This version of this End User Licence Agreement was last updated on 19 February 2025.

ANNEX 1

OPERATING SYSTEM/ MINIMUM SYSTEM REQUIRMENTS

The SmartWaste Scan App is a web-based software application.

The following web browsers and versions are supported (as of 3 February 2025):

- Apple Safari: production version 18
- Google Chrome: production version 133.0.6943.35
- Microsoft Edge: production version 131.0.2903.86

Minimum requirements for the SmartWaste Scan App will change to accommodate changes to supported web browsers and their supported production versions.