



NABERS TERMS AND CONDITIONS FOR TENANCY RATINGS

In these NABERS Terms and Conditions "we", "our" and "us" refers to the National Administrator of the National Australian Built Environment Rating System (NABERS), its officers, employees, duly appointed agents, assigns and successors.

In these NABERS Terms and Conditions. "You" and 'Your' refer to "The Tenant."

Provided that all relevant and correct information is received by us and all fees have been paid by your NABERS Assessor you will be provided with an Accredited NABERS Rating and an accredited NABERS Certificate pursuant to these Terms.

Use of trademark

You may display the NABERS Certificate on the rated premises and use the NABERS Trade Mark specified on that NABERS Certificate until the expiry date of the rating as noted on the certificate. We will provide to you, upon request, a representation of the appropriate NABERS Trade Mark in the form of an EPS or JPG file via email. The NABERS Trade Mark and its authorised arrangements remain our property and you shall not do anything to impair our right, title and interest in the NABERS Trade Mark.

You agree that we may, unless specifically excluded on this Application form:

- provide the information in your Accredited NABERS Rating to third parties for research purposes. The details of individual ratings will not be published without your approval;

You can only use the Trade Mark for the following purposes:

- for display in, or in promotional material for the rated premises;
- reporting in your corporate material where specific reference is made to the rated premises;
- you may ask for written approval from us for other uses of the NABERS Trade Mark which we may grant at our discretion.

You will not:

- use or apply the NABERS Trade Mark in any way other than as set out in these Terms;
- use any variation or representation of the NABERS Trade Mark, other than the NABERS Trade Mark provided on the NABERS Certificate relating to the rated premises;
- use the NABERS Trade Mark in any way that may bring the National Australian Built Environment Rating System into disrepute;
- continue to use the NABERS Trade Mark after the expiry of the NABERS Certificate relating to the rated premises.

Representations of the NABERS Trade Mark must:

- appear in the configurations specified NABERS Brand Guides;
- be reproduced in the manner specified in the NABERS Brand Guide;
- wherever possible, be reproduced by accepted printing processes;
- not superimpose any text or other visual materials on the NABERS Trade Mark
- not alter the NABERS Trade Mark's position, size and relationship with its constituent elements, without our prior written approval;

- not permit the NABERS Trade Mark to be crowded by other visual material including, but not limited to, borders and other typographic or graphic devices.

We retain the right to refuse approval for, and to require correction of incorrect or inappropriate use of the NABERS Trade Mark and/or its authorised arrangements.

You shall promptly advise us in writing of any claims, demands or proceedings brought or claimed against you or in respect of which you may become liable arising out of the use of the NABERS Trade Mark.

Liability

You release and indemnify us and our agents, and agree to keep us indemnified from and against any liabilities, losses, claims, damages, costs or expenses of any kind however arising out of the Assessment, the Accredited NABERS Rating, the NABERS Certificate, or the NABERS Trade Mark or any use you may make of these, or any exercise of our rights to publicise information under these Terms.

If you engage in any conduct in relation to the Accredited NABERS Rating, the NABERS Certificate or the NABERS Trade Mark which in our reasonable opinion is likely to mislead or deceive, we may by written notice immediately require you to cease any and all use of the NABERS Trade Mark and the NABERS Certificate.

To the extent permitted by law, we disclaim all warranties and limit our liability to the provision of a further performance assessment or payment of the cost of acquiring equivalent services. We are not liable for indirect, economic or consequential damages or loss or profit howsoever arising.

Quality Assurance

You agree that we may subject your rating to a random quality assurance audit. If an audit result differs from your NABERS Certificate, we reserve the right to revoke that certificate. A corrected NABERS Certificate will be issued.