



## **Buying and Selling Property Information (“BASPI”) Terms of Licence**

### **Licensing:**

1. The Organisation and all those Parties who utilise the BASPI Dataset, Schema and Form (“the BASPI Assets”) do so under the following terms will be able to license their members and other approved organisations through a Licence (“Licence”) to utilise the BASPI Assets subject to them including all questions forming part thereof, appropriate to the property attribute and location as per the BASPI Schema, at all times and not in any way harming the brand element of HBSG or National Trading Standards’ (if applicable) logos or those logos displayed on the BASPI Webpage.
2. Any such Licence shall be on the following terms:
  - (1) The BASPI Assets may be used on a royalty-free, non-exclusive basis. At their discretion, they may, in turn, authorise the use of the BASPI Assets by others subject to compliance with the terms of this Licence for free or apply a charge where value has been added.
  - (2) The Parties in their capacity as Licensor shall bear no liability in respect of the use of the BASPI Assets and Parties in their capacity as Licensees must make it clear in any End User Agreement or Output Media that it is the responsibility of the end user of the data contained in the BASPI Asset to establish whether the data is sufficient for their purposes and to verify that data when relying upon it. No warranty, express or implied, is given by the Parties.
  - (3) The Parties anticipate that digital services will be applied to the BASPI by licensees, for example digital signatures; digital identity verification; data import and augmented intelligence (“AI”). To ensure that, where for example AI is applied to import data or identify whether a question should be displayed based on the property attributes or location, any user of the BASPI can be confident that the AI has been correctly deployed, a data schema (“the BASPI Schema”) will be approved by the Parties and will be hosted on the Home Buying and Selling Group Website BASPI Webpage as the most up-to-date version of the BASPI Schema.
  - (4) Any digital services must be compliant with the applicable UK law from time to time and must not, under any circumstances, corrupt or otherwise create a negative perception of the Form.

- (5) Any such application of technology to the Form will be at the sole risk of the end user.
- (6) Those Parties/Licensees choosing to utilise existing data sources to pre-populate the data in the BASPI should confirm whether the service is compliant with the requirements of the Property Codes Compliance Board (“PCCB”) search code, or equivalent as is developed in relation to the supply of the data within the home moving process, or such other Code as is recognised by the HBSG from time to time (“Code”); and should at all times maintain adequate and appropriate insurance to protect consumers and that products comply with industry regulation and standards and relevant laws and indicate which data is covered by the Code and this should be clearly indicated to the end user of the BASPI so that there is no confusion or misleading information produced to consumers.
- (7) To enable the interoperability of systems and data collected through the use of the Form it is recommended that any system for the digitisation and storage of data should be capable of mapping to the [Royal Institution of Chartered Surveyor’s International Land Measurement Standard](#) which includes definitions for all land and property attributes as well as meta data in relation to the provision of that information.
- (8) The Licensor may terminate the Licence where the Licensee fails to remedy a breach of within 30 days of receipt of notice of the breach (time being expressly of the essence in this regard).
- (9) Upon termination of Licence for whatever reason the Licensee must cease to use the BASPI Assets.