

Promarks Intel

Institutional Terms and Conditions, Acceptable Use and Privacy Policy

Promarks is a trading name of Oxlow Development Search Ltd. These terms govern the business-to-business subscription use of the Promarks Intel platform, including all associated dashboards, datasets, outputs, downloadable material and account access made available through promarks.co.uk and related systems.

Key Commercial Points	Summary
Service basis	Subscription intelligence platform for house type design information derived largely from public planning application material.
Reliance	All data must be independently checked by the subscriber before use; the platform is not certified advice or a guarantee of accuracy.
Permitted use	Internal business use only, subject to seat limits and these terms.
Restrictions	No scraping, resale, republication, database extraction, shared logins or competing use.
Liability	Use is at the subscriber's risk; liability is excluded or limited to the fullest extent permitted by law.

1. Parties and application of these terms

These Terms and Conditions, Acceptable Use and Privacy Policy (the Terms) form a binding agreement between Promarks, a trading name of Oxlow Development Search Ltd (we, us or our), and the person or entity subscribing to or using Promarks Intel (Subscriber, you or your).

These Terms apply to all access to and use of Promarks Intel, whether through the website at promarks.co.uk, any linked login environment, database, administration area, export functionality, application programming interface (if any), downloadable content, or associated support services.

These Terms are drafted on a business-to-business basis. The service is intended for commercial and professional users. If you access or use the service on behalf of a company, partnership or other organisation, you confirm that you have authority to bind that entity to these Terms.

2. Definitions and interpretation

"Account" means any user account, login credentials, subscription seat, administrative profile or other access permission issued in relation to the service.

"Content" means the platform design, compilations, datasets, records, text, summaries, graphics, filters, classifications, output views, exports, notes, metadata and all other material made available through Promarks Intel.

"House Type Data" means information relating to volume housebuilder house types, layouts, dimensions, names, categories, drawings, planning references, GIAs and associated design intelligence displayed through the service.

"Source Material" means planning applications, planning portal records, submitted plans, schedules, decision documents, amendments and other third-party or public-source material from which the service is compiled or informed.

"Subscriber Materials" means anything uploaded, entered or submitted by you or your authorised users.

3. Nature of the service

Promarks Intel is an intelligence and research platform designed to assist with the review and analysis of house type designs used by volume housebuilders.

The service is provided for general informational, comparative and commercial analysis purposes only. It does not amount to architectural advice, planning advice, surveying advice, valuation advice, legal advice, investment advice or professional certification.

Nothing in the service constitutes a representation that any house type, area, measurement, specification, drawing, planning status or related information is complete, approved, current, buildable, compliant or fit for a particular purpose.

4. Source data and verification obligation

The Subscriber acknowledges that the platform draws heavily from Source Material originating from third parties, including volume housebuilders, consultants, agents, local authorities and public planning systems.

Because the underlying Source Material is created, submitted, stored and amended by third parties, it may contain errors, omissions, inconsistencies, outdated entries, superseded revisions, drawing discrepancies, naming variations, measurement inaccuracies or incomplete records.

We may cleanse, structure, categorise or summarise data, but we do not and cannot guarantee that all Source Material is accurate or complete. The Subscriber must independently review and verify all material facts before relying upon them.

Without limitation, the Subscriber must independently verify GIAs, bedroom counts, storey counts, dimensions, planning status, approved drawing references, developer naming conventions, comparable suitability and any other data point material to a commercial decision.

5. No reliance and exclusion of responsibility for source error

The service is supplied as an intelligence tool only. It is not to be relied upon as a substitute for direct checking of planning records, approved plans, decision notices, consultant advice or other primary evidence.

All use and reliance is at the Subscriber's sole risk. We accept no responsibility for any act, omission, conclusion, design decision, appraisal, valuation, acquisition decision, disposal decision, negotiation position, report, advice or onward communication prepared using the service.

In particular, and to the fullest extent permitted by law, we shall have no liability for any loss or damage arising out of or connected with inaccuracies, omissions, inconsistencies or delays in Source Material or with any failure by the Subscriber to verify data before use.

6. Subscription grant and licence scope

Subject to payment of all applicable fees and compliance with these Terms, we grant the Subscriber a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence during the subscription term to access and use Promarks Intel for its internal business purposes only.

The scope of use is limited to the number of seats, users, entities, geographies, feature modules and access levels included within the relevant subscription package or other written agreement.

No right is granted to exploit the service for bureau services, external resale, data supply, product embedding, market dissemination or any other external commercialisation unless expressly agreed by us in writing.

7. User accounts, credentials and seat discipline

The Subscriber shall ensure that all Account credentials are kept confidential and used only by the individual user to whom they are assigned.

Shared logins, pooled credentials, rotating use between multiple individuals under one seat, and access by persons outside the Subscriber's organisation are prohibited unless expressly permitted in writing.

The Subscriber is responsible for all acts and omissions occurring through its Accounts. It must promptly notify us of any suspected unauthorised use, credential compromise or security incident affecting the service.

8. Acceptable use restrictions

The Subscriber shall not, and shall not permit any third party to:

- copy, scrape, harvest, mine, spider, crawl, frame, mirror, reverse engineer, decompile or systematically extract data or Content from the service;
- reproduce, republish, distribute, sell, sublicense, lease, lend or make available any substantial part of the Content or database;
- use the service to build, train, enrich or support a competing database, model, product, benchmark or service;
- remove, obscure or alter any branding, ownership notice, disclaimer or rights notice;
- interfere with the performance, security, integrity or availability of the service, including by introducing malicious code or running disproportionate query loads;
- use the service unlawfully, fraudulently, deceptively or in a manner that could reasonably damage our systems, reputation or legitimate commercial interests.

9. Intellectual property and database rights

All intellectual property rights, database rights, know-how and other proprietary rights in the service and Content, including the selection, arrangement, classification, formatting and presentation of data, belong to us or our licensors.

Except for the limited licence expressly granted under these Terms, no rights are transferred to the Subscriber. The Subscriber acquires no ownership in the service, the Content or any derivative compilation generated from it.

To the extent any Subscriber Materials are uploaded or entered into the service, the Subscriber grants us a non-exclusive licence to host, store, process and use those materials solely as necessary to provide, secure, maintain and improve the service.

10. Exports, internal reports and onward use

The Subscriber may download or export limited portions of Content only where that functionality is made available through the service and only for its genuine internal business use.

Any internal report, board paper, appraisal or presentation that refers to service data must preserve the substance of the relevant disclaimers and must not state or imply that the data has been independently certified by us.

The Subscriber shall not publish bulk extracts, create public-facing datasets, circulate substantial copies to third parties or incorporate the Content into external client-facing products without our prior written consent.

11. Fees, invoicing and non-payment

Subscription fees and any other charges are payable in advance unless otherwise agreed in writing.

We may suspend, restrict or terminate access where any fee remains unpaid after the due date.

Suspension for non-payment does not waive the obligation to pay accrued amounts.

Unless stated otherwise in writing, fees are exclusive of VAT or other applicable taxes and are non-refundable.

12. Term, renewal, suspension and termination

These Terms commence on the earlier of subscription purchase, account activation or first use of the service and continue for the applicable subscription term.

Where the subscription renews automatically, renewal will occur for the next renewal period unless cancelled in accordance with the applicable commercial terms.

We may suspend or terminate all or part of the service immediately if the Subscriber breaches these Terms, misuses the service, presents a security risk, infringes intellectual property rights, or fails to pay sums due.

On termination or expiry, all rights of access cease immediately, save that clauses which by their nature are intended to survive shall remain in force, including those relating to fees, intellectual property, disclaimers, limitation of liability, confidentiality, privacy and governing law.

13. Availability, maintenance and change control

We may update, enhance, reconfigure, withdraw or replace any feature, dataset, filter, classification or functionality of the service at any time.

While we aim to provide a stable and professionally maintained platform, we do not warrant uninterrupted availability, error-free operation, or that every item of Content will remain accessible in the same format or structure.

We are not liable for downtime, latency, data refresh delays, hosting failure, internet interruption, browser incompatibility, force majeure events or third-party infrastructure issues.

14. Confidentiality

Each party shall keep confidential all non-public commercial, technical and operational information received from the other in connection with the service and shall not disclose it except where required for lawful internal purposes or by law.

This clause does not apply to information that is or becomes public other than through breach, was lawfully known before disclosure, or is lawfully obtained from a third party without restriction.

15. Warranties and disclaimer

To the fullest extent permitted by law, the service is provided on an as is and as available basis.

We exclude all implied conditions, warranties, representations and other terms that might otherwise apply by statute, common law or otherwise, including implied warranties as to accuracy, fitness for purpose, satisfactory quality, non-infringement and merchantability.

We do not warrant that the service will meet the Subscriber's individual requirements, that outputs will be suitable for any transaction, or that the Content will always be complete, current or free from defect.

16. Limitation of liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.

Subject to the preceding paragraph, we shall not be liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any indirect, consequential or special loss, or for any loss of profit, revenue, business, opportunity, anticipated saving, goodwill, data, development opportunity, transaction value, professional fee recovery or management time.

Subject again to the mandatory carve-outs above, our total aggregate liability arising out of or in connection with the service and these Terms shall not exceed the fees actually paid by the Subscriber for the service in the twelve months immediately preceding the event giving rise to the claim.

The parties agree that this allocation of risk is reasonable having regard to the nature of the service, the subscription pricing and the verification obligations expressly placed on the Subscriber.

17. Indemnity

The Subscriber shall indemnify and keep us indemnified against all liabilities, losses, damages, costs and expenses arising out of or in connection with:

- any misuse of the service by the Subscriber or its users;
- any breach of these Terms;
- any claim by a third party arising from the Subscriber's onward use, publication or representation of Content without proper verification or required disclaimer context.

18. Data protection and privacy policy

We process personal data relating to account holders and service users in order to provide, secure, administer and improve the service.

The categories of personal data we may process include names, job titles, company details, contact information, account credentials, billing information, support correspondence, technical identifiers, usage logs and device or browser data.

We use such data for account creation, subscription administration, payment processing, user authentication, security monitoring, service analytics, customer support, product improvement, legal compliance and legitimate business communications.

We may share personal data with hosting providers, software vendors, payment processors, professional advisers, analytics providers and competent authorities where required by law.

We do not sell personal data. We retain data for as long as reasonably necessary for the purposes for which it was collected, including for contractual, legal, accounting, regulatory and evidential purposes.

Users may have rights under applicable data protection law to request access, rectification, erasure, restriction, objection or transfer, subject to legal limits and verification of identity.

We use cookies and similar technologies for session control, security, performance and analytics. Browser-level cookie controls may affect the operation of the service.

19. Audit, enforcement and protective action

We may monitor usage patterns and technical activity for security, fraud prevention, licence compliance and protection of our legitimate interests.

Where we reasonably suspect scraping, credential sharing, misuse, infringement or abnormal consumption, we may investigate, throttle usage, suspend access, disable exports, require credential resets or take other proportionate protective action without prior notice.

Nothing in these Terms restricts our right to seek injunctive relief, specific performance or other equitable remedies in respect of threatened or actual misuse of the service or infringement of our intellectual property rights.

20. General

We may amend these Terms from time to time. Updated Terms may be posted through the website or service and shall take effect from the stated effective date. Continued use after that date constitutes acceptance of the updated Terms.

The Subscriber may not assign, transfer, charge, hold on trust or otherwise deal with its rights under these Terms without our prior written consent.

If any provision of these Terms is held invalid or unenforceable, that provision shall be deemed modified to the minimum extent necessary and the remaining provisions shall continue in full force and effect.

A delay or failure by us to enforce any right shall not constitute a waiver of that or any other right.

21. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction, save that we may seek injunctive or protective relief in any court of competent jurisdiction.

Contact

Legal, privacy and subscription queries should be directed using the contact details published on promarks.co.uk or otherwise supplied by Promarks / Oxlow Development Search Ltd in the relevant subscription documentation.