

# AHAT Tool Licence Agreement

**BY YOU DOWNLOADING OR USING THE AHAT TOOL YOU ARE DEEMED TO HAVE ACCEPTED THE FOLLOWING LICENSE TERMS AND CONDITIONS AND YOU ARE BOUND BY THIS AGREEMENT.**

This Agreement constitutes the entire agreement between You, a member organisation of Community Housing Industry Association (CHIA), and University of NSW (UNSW) with respect to the AHAT Tool and supersedes all proposals and prior agreements, oral or written, and any other communications between You and UNSW relating to the AHAT Tool.

UNSW is happy to provide you with a copy of the Affordable Housing Assessment Tool (hereafter 'AHAT Tool') for internal use, subject to the following conditions of use:

## **Ownership**

1. Nothing in this agreement changes any ownership rights in AHAT Tool, which remain the property of UNSW.

## **Licence**

2. UNSW grants you a non-exclusive, non-sublicencable, non-transferrable licence to install, access and use the AHAT Tool for internal purposes in accordance with these terms and conditions of use.

## **Licence restrictions**

3. You may not provide the AHAT Tool or its outputs to any other individual or organisation without prior agreement with UNSW. This includes any external person or organisation working for your organisation in a paid or unpaid capacity.
4. You may not modify the AHAT Tool without prior agreement with UNSW.
5. If, with permission from UNSW, you use the AHAT Tool for any external publication or report, you must include acknowledge 'City Futures Research Centre UNSW Sydney'.
6. You must keep a copy of this agreement with your copy of the AHAT Tool.

## **Change to licence terms and termination**

7. UNSW may change these terms and conditions of use at any time by giving you notice. By continuing to use the AHAT Tool after the effective date of any changes to the terms and conditions of use, you understand and agree to such changes.
8. You may continue to access and use the AHAT Tool until your licence is terminated. Your licence is automatically terminated if:
  - you breach any of the terms and conditions of use;
  - UNSW publishes a written notice of termination on the CHIA homepage; or
  - UNSW sends a written notice of termination to you directly.
9. You may terminate your licence by discontinuing use of the AHAT Tool and destroying any saved versions of the tool.

## **Limitations of Liability and Disclaimers**

10. UNSW will endeavour to ensure that AHAT Tool is useful for evaluation purposes but you should exercise your own due diligence with respect to the timeliness, accuracy, completeness and suitability of the material for use.
11. UNSW does not warrant that:

- a. The operation of the AHAT Tool will be uninterrupted or error free;
  - b. The AHAT Tool is fit for any particular purpose; or
  - c. The AHAT Tool or its use does not infringe the rights of a third party.
12. The AHAT Tool should not be relied on as the sole basis to solve a problem whose incorrect solution could result in injury or loss to person or property. If the AHAT Tool is employed in such a manner, it is at Your own risk and UNSW explicitly disclaims all liability for such misuse to the extent allowed by law.
13. To the extent permitted by law, all warranties, terms and conditions not expressly included in this Licence Agreement are excluded. UNSW shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise), loss of profits, loss of business, loss of opportunity, or loss of use of any computer hardware or software or information resulting from the use of the AHAT Tool. NSW will not be liable for any loss, damage or injury arising as a result of, or in part by, its negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering any information through the AHAT Tool.
14. UNSW's liability for matters in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Where permitted by law, all other liability of UNSW, whether in relation to breach of contract, tort (including negligence) or otherwise shall not in aggregate exceed the amount paid to UNSW under this Agreement.
15. Where available, UNSW's liability under terms and conditions that are implied by law and which may not be excluded is limited to, at UNSW's option, resupply of the AHAT Tool or payment of the cost of resupply of the AHAT Tool.

**General**

16. This Agreement is governed by the law of New South Wales and the Commonwealth and you agree to submit to the non-exclusive jurisdiction of the courts in that State and the Commonwealth.