



Terms & Conditions

1. The application of these terms and conditions shall be governed by the laws of Scotland.
2. Public Information & Website
 - 2.1. Access to and use of information supplied by us is subject exclusively to these Terms and Conditions.
 - 2.2. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.
 - 2.3. The Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.
 - 2.4. We reserve the right to change or remove (temporarily or permanently);
 - 2.4.1. The Website and any public information made available through the website
 - 2.4.2. These Terms and Conditions at any time and without notice and you confirm that we shall not be liable to you for any such change or removal.
 - 2.5. Your continued use of the Website following any changes shall be deemed to be your acceptance of such change.
3. Advice
 - 3.1. We do not provide advice or recommendations on the suitability of any product for any individual development.
 - 3.2. Any information provided is of a general nature only with regard to common occurrences that may or may not apply to a particular development on a particular site and should not be relied upon in making or refraining from making, any decision.
 - 3.3. Your continued use of the website and any products supplied through the website shall be deemed to be confirmation by you that you are satisfied that you have the appropriate knowledge and skill to use the products in a proper and safe manner and in compliance with any relevant regulations or legislation.



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4. Products

- 4.1. We shall provide products that consist of documentation appropriate to the construction and certification of prescribed designs only.
- 4.2. The nature and extent of any product supplied shall be restricted to that which is specified on the purchase order confirmation only.
- 4.3. In preparing any product we shall exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.
- 4.4. We reserve the right to change or remove (temporarily or permanently) any product or part of it without notice and you confirm that we shall not be liable to you for any such change or removal.
- 4.5. Ur-taigh shall not be liable for the consequences of any use of any products prepared by us except for the purposes for which they were provided.

5. Personalized Products

- 5.1. You shall provide to us with such information reasonably and necessarily requested for the completion of any product that requires personalization (i.e. the inclusion of local site information); all such information shall be provided to us free of charge.

6. Delivery

- 6.1. Our products shall be delivered by recorded delivery to the address provided at the time of purchase.

7. Copyright

- 7.1. Copyright in all documents, drawings and digital files prepared by us and in any work executed from those documents and drawings shall remain the property of the ur-taigh.

8. Refunds

- 8.1. Consumers have seven days from receipt of their order to return the products in their original packaging un-opened to cancel their order and receive a full refund.
- 8.2. Our products are wrapped in sealed packets. Breaking the seal on any packaging will be deemed acceptance of the product. If the seal on any packaging is broken the consumer has no right to cancel the sale or request a refund.



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9. Liabilities

- 9.1. Subject always to the provisions of condition 4.3, you acknowledge that we do not warrant the performance, work or the products provided by others.
- 9.2. Our liability for loss or damage arising in connection any products or services shall be limited to such sums as we ought reasonably to pay, having regard to the extent of our responsibility for the same and on the basis that there are deemed to be no exclusions or limitations of liability nor joint or co-insurance provisions between the Client and any other Consultants or Contractors and that all other Consultants and Contractors shall be deemed to have provided to you contractual undertakings equivalent to our undertakings hereunder in respect of their works and services for the Project and shall be deemed to have paid to you such contributions as may be appropriate having regard to the extent of their responsibility for such loss or damage.
- 9.3. You agree to indemnify and us and our employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against us arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website or any products supplied.

10. Statutory Approvals and Third Party Consents

- 10.1. You acknowledge that we do not warrant that permissions from any regulatory authority, utility or other third party that may be necessary for the project will be granted.

11. Disputes

- 11.1. In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement either party may, at any time, refer such dispute or difference whether arising before or after the determination of this Agreement to some independent and fit person to be nominated by the President, or, where the President is unable to act, the Chief Executive of the Royal Incorporation of Architects in Scotland within seven days of the application of either of the parties hereto and any fees and expenses which may become payable to the person so appointed shall be within the award of that person.



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- 11.2. Any such adjudicator appointed in terms of condition 1.7.2 hereof shall have twenty eight days from the date of referral within which to reach a decision on the dispute, or such longer period as is agreed between the parties after the dispute has been referred, but without prejudice to the foregoing the adjudicator shall be permitted to extend the said period of twenty eight days by up to fourteen days, with the consent of the party by whom the dispute was referred. The adjudicator shall act impartially and shall be entitled to take the initiative in ascertaining the facts and the law relating to the dispute. The decision of the adjudicator shall be binding on both parties. The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and all employees or agents of the adjudicator are similarly protected from liability subject to the same proviso.
- 11.3. Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the Appointment without recourse to mediation, adjudication or arbitration.

12. Professional Conduct

- 12.1. Architects are subject to the disciplinary sanction of Codes of Professional Conduct. Further information and guidance regarding complaints, grievances and disputes may be obtained from;
- 12.1.1. The Royal Incorporation of Architects in Scotland, 15 Rutland Square, Edinburgh EH1 2BE.
- 12.1.2. The Architects Registration Board, 8 Weymouth Street, London W1W 5BU.

In the event of complaints, disputes or grievances arising, you shall notify us as soon as reasonably possible.