

**BACKGROUND:**

- (A) These Terms of Sale together with any other documents referred to in these Terms of Sale (including which Paid Content, access to which is provided on this website, <<insert website address>>).
- (B) Terms and information that are presented by an Architectural Firm using the [Zoom cloud-based web conferencing] [or][<<insert other online service delivery method/s offered>>] platform are set out below for ease of reference but they will have the same effect as if they were part of the Terms of Sale.
- (C) Please read these Terms of Sale carefully and ensure that you understand them before you accept them. If you have any query about anything in these Terms of Sale, please contact Us to discuss. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Privacy Policy before you can purchase a Subscription and access Paid Content.**
- (D) All of the information that we require from you as a Consumer whether you are a Consumer or not, is either:
  - (i) are required by law to give to us;
  - (ii) voluntarily give to you when you purchase a Subscription or when you accept a Subscription.
 We give you some of that information in the set out in these Terms of Sale.
- (E) Paid Content is intended for use only by a person of that age and only a person of that age.
- (F) These Terms of Sale, as well as any other documents referred to in these Terms of Sale, are in the English language only.
- (G) These Terms of Sale apply to the use of our Site are separate from any other Terms of Use".

**1. Definitions and Interpretation**

1.1 In these Terms of Sale, the following expressions have the following meanings:

**“Account”**

**“Architect”**

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ent below and any and all other documents referred to in these Terms of Sale (including which Paid Content, access to which is provided on this website, <<insert website address>>).

essing sessions of Paid Content using the [Zoom cloud-based web conferencing] [or][<<insert other online service delivery method/s offered>>] platform are set out below for ease of reference but they will have the same effect as if they were part of the Terms of Sale.

ent below carefully and ensure that you understand them before you accept them. If you have any query about anything in these Terms of Sale, please contact Us to discuss. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Privacy Policy before you can purchase a Subscription and access Paid Content.**

part of the terms of Our Contract with you as a Consumer whether you are a Consumer or not, is either:

- (i) are required by law to give to us;
- (ii) voluntarily give to you when you purchase a Subscription or when you accept a Subscription.

We give you some of that information in the set out in these Terms of Sale.

y a person who is aged 18 or over, and only a person of that age.

acts, are in the English language only.

Content; the terms governing use of our Site are separate from any other Terms of Use".

otherwise requires, the following

referred to in sub-Clause 7.1, that you accept with Us in order to purchase any

or other individual who presents himself/herself to you online and/or who interacts with you online in connection with the use of Paid Content;

**“Background Items”**

**“Consumer”**

**“Contract”**

**“Paid Content”**

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sources (background and other material) relevant to the consultation, information to be provided to you, which are downloadable or viewable

an individual customer who purchases any of our services comprising any Paid Content to be received or used for their personal purposes wholly or mainly unrelated to any business, trade, craft or profession

the agreement between Us and You for the purpose of the description for You to access any Paid Content as set out in Clause 7;

any content (including text, graphics, images, audio, video, software, comprising any session of a meeting, guidance or any Background Items or information which We offer. This includes Background Items and other materials sold by Us through Our Site and any other means Us [[on] [or] [via] Our Site] by any means

including but not limited to: live stream audio and/or video conferencing (Zoom, GoToMeeting, Skype for Business, WebEx);

live stream video and/or audio];

any non downloadable video and/or audio

any other viewable text, graphics or other content or items or information, including any other content

which is more fully described in other clauses of this Agreement. We may give or make available to You any Paid Content as part of Your Subscription. That information may be provided by any Architect presenting any content on Our Site but whether it does or does not constitute Paid Content is at the discretion of Us. We decide in our discretion, at any time and without notice substitute any other content provided by suitably qualified and experienced;

“Subscription”

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n to Our Site purchased by You with entitlement and access to comprises:

specific single events or items;

series or collections of two or more or items; and/or

or all types of events or items via Our Site; and

and Items.

Information about the times and dates is to (a), (b) and (c) before You Subscription (as to which, see sub-

will include access to the for the whole period of the they will all be accessible as soon as Subscription Confirmation;

ance and confirmation of Your rscription;

number for Your Subscription;

business name>> [, a company and under <<insert company registered address is <<insert >> and whose main trading address address>>; and

er who sets up an Account and ions. and accesses and uses any

“Subscription Confirmation”

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“Subscription ID”

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“We/Us/Our”

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“You”

2. Information About Us

2.1 Our Site, <<insert business name>> [ company number> address>> and who [Our VAT number is

owned and] operated by <<insert registered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>.]

2.2 We are registered v

Architects Registration Board.

2.3 [We are a member

British Architects.]

2.4 [<<insert further info

3. Contacting Us

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3.1 If You wish to con telephone at <<in address>>, or by po

estions, You may contact Us by >>, by email at <<insert email .

3.2 For matters relating contact Us by tele address>>, or by po

r Subscription or Account, please er>>, by email at <<insert email .

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3.3 For matters relating to these Terms of Sale, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the relevant Clauses above.

3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> and the relevant Clauses above.

**4. Age Restriction and Consent**

Only if a person is aged at least 18 years old may they set up an Account or purchase a Subscription.

**5. Business Customers**

These Terms of Sale and the Terms of Service for Subscriptions and access to Paid Content do not apply to customers purchasing in the course of any business trade, craft or profession carried on by the customer.

**6. Subscriptions, Paid Content and Availability**

6.1 [We make all reasonable efforts to ensure that all descriptions of Subscriptions and access to Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>> minor differences or discrepancies that may occur>>.]

6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence. This clause refers only to minor discrepancies between the Paid Content and the actual Paid Content if Your Subscription is correct.]

6.3 We may from time to time change the price of any Subscription that you purchase. Changes in price will not affect any Subscription that you have purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert text>> before the change is due to take effect. If You do not agree to such changes, You may cancel the Contract as described in sub-Clause 13.1.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical or operational changes. These changes will not alter the main characteristics of the Paid Content. However, changes made that would affect Your use of the Paid Content may be provided to You.

6.5 In some cases, as described in sub-Clause 6.4, we may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert text>> before the changes are due to take effect. If You do not agree to such changes, You may cancel the Contract as described in sub-Clause 13.1.

6.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of the Paid Content to You before You purchased Your Subscription for access to that Paid Content. Please note that this does not prevent Us from editing the Paid Content, thereby going beyond the original description.

6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert text>>. Changes in price will not affect any order placed (please note sub-Clause 6.11 regarding VAT, how

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6.8 All prices are checked before We accept Your order. In the unlikely event that We have incorrect information, We will contact You in writing to inform You of the correct price is lower than that shown when You placed Your order. We will simply charge You the lower price. If the correct price is higher, We will give You the option to continue with Your subscription at the correct price or to cancel Your order (in which case we will refund you of it). We will not proceed with processing Your order until You respond. If We do not receive a response from You within 14 days >>, We will treat Your order as cancelled and notify You accordingly.

6.9 If We discover an error in the description of Your Subscription after Your order is processed, We will contact You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract. We will refund you if you do wish to cancel the Contract.

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6.10 If the price of a Subscription ordered changes between Your order being placed and We taking payment, You will be charged the price in effect at the time of placing Your order.

6.11 All prices on Our Site are subject to VAT rate changes between Your order being placed and We taking payment. The amount of VAT payable will be calculated at the time of payment.

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**7. Orders – How Contracts are Made**

7.1 Our Site will guide You through the process of purchasing a Subscription and setting up an Account. You will be given the opportunity to amend it. Please email us before submitting it.

7.2 If, during the order process, You provide information (including contact details) that is incorrect or incomplete, We will contact You as soon as possible to request that You correct it. If You do not give Us the opportunity to correct it within a reasonable time of Our request, We will treat the order as being at an end. We will not be responsible for any loss of Paid Content that results from Your providing incorrect or incomplete information.

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7.3 No part of Our Site constitutes a contractual offer that We intend to be bound by. [We will not be bound by any order that You place on Our Site unless We have received it and We have accepted it.] Our acceptance is indicated by email. Only once We have accepted Your order will there be a legally binding Contract between Us and You.

7.4 Subscription Confirmation. We will send You the following information:

7.4.1 Your Subscription details including full details of the main characteristics of the Subscription and Paid Content available as part of it.

7.4.2 Confirmation of the main characteristics of the Subscription and Paid Content available as part of it.

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7.4.3 Your contact details.

7.4.4 Your payment details.

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7.4.3 Fully item appropriate

Subscription including, where appropriate, any additional charges;

7.4.4 The duration of the [expiry] [and the end date]

(including the start date, and the end date)

7.4.5 Confirmation that the Paid Content will be made available to You and that You will lose Your legal right to change or cancel upon accessing the Paid Content as set out in Clause 12.1;

Confirmation that the Paid Content will be made available to You and that You will lose Your legal right to change or cancel upon accessing the Paid Content as set out in Clause 12.1;

7.4.6 In relation to any (or recorded) event, item, series, collection or items or Background Items constituting the Content, the time/date when or period during which it can be accessed

In relation to any (or recorded) event, item, series, collection or items or Background Items constituting the Content, the time/date when or period during which it can be accessed

7.4.7 <<insert additional information required>>.

<<insert additional information required>>.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expect to make a payment to You as soon as possible.

If We cannot fulfil Your order for any reason, We will expect to make a payment to You as soon as possible. If We cannot fulfil Your order for any reason, We will expect to make a payment to You as soon as possible. If We cannot fulfil Your order for any reason, We will expect to make a payment to You as soon as possible.

7.6 Any refunds under this clause will be issued to You as soon as possible, and in any event no later than the end of the day on which the event triggering the refund occurs.

Any refunds under this clause will be issued to You as soon as possible, and in any event no later than the end of the day on which the event triggering the refund occurs.

7.7 Refunds under this clause will be made using the same payment method that You used when You made the request that We made.

Refunds under this clause will be made using the same payment method that You used when You made the request that We made.

**8. Payment for Subscription**

8.1 Payment for each Subscription will be made in advance in full. Your chosen payment method will be used when We process Your order and we will send You a Subscription invoice. You will be shown a preview of the invoice before You confirm Your payment).

Payment for each Subscription will be made in advance in full. Your chosen payment method will be used when We process Your order and we will send You a Subscription invoice. You will be shown a preview of the invoice before You confirm Your payment).

8.2 We accept the following payment methods on Our Site:

We accept the following payment methods on Our Site:

8.2.1 <<insert payment method 1>>

8.2.2 <<insert payment method 2>>

8.2.3 <<insert payment method 3>>

8.2.4 <<add further payment methods>>

<<insert payment method 1>>

8.3 If You do not make a payment by the due date, We will suspend Your access to the Paid Content. If You do not make a payment by the due date, We will suspend Your access to the Paid Content. If You do not make a payment by the due date, We will suspend Your access to the Paid Content.

If You do not make a payment by the due date, We will suspend Your access to the Paid Content. If You do not make a payment by the due date, We will suspend Your access to the Paid Content. If You do not make a payment by the due date, We will suspend Your access to the Paid Content.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

**9. Provision of Paid Content**

9.1 We undertake to provide You with the Paid Content for which You have paid, in accordance with the permitted use of such Content as set out in Clause 12.1, and any other terms and conditions attributable to Us, including any restrictions on the use of such Content.

On these Terms of Sale the Paid Content for which You have paid, in accordance with the permitted use of such Content as set out in Clause 12.1, and any other terms and conditions attributable to Us, including any restrictions on the use of such Content.

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Content, We will inform You of any such change in advance. You will not be charged for any Paid Content while the change is in effect.

9.7 Any refunds under this Clause 9 will be issued to You as soon as possible, and in any event no later than 14 days of the day on which the event triggering the refund has taken place.

9.8 Refunds under this Clause 9 will be issued to You using the same payment method that You used when You purchased the Paid Content [unless You specifically request that We make the refund using a different payment method].

**10. Licence**

10.1 We will own (and retain all intellectual property rights in) all Paid Content. We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence to view, download, print, copy, share, participate in and use the relevant Paid Content for personal, non-commercial purposes. The licence granted does not include the right to reproduce any material that We own (including any material that We license to You).

10.2 The licence granted to You is subject to the following usage restrictions and/or prohibitions:

10.2.1 You may not copy, reproduce, publish, republish, share, broadcast or otherwise make available to any third party any Paid Content (or any part of it) or make it available to any third party, except as permitted under the Copyright Designs and Patents Act 1988 and Chapter 3 'Acts Permitted in relation to Copyright' of the Copyright Designs and Patents Act 1988.

10.2.2 When You use any Paid Content item or event (including any image or other content) for any purpose (other than for personal use or for participating in it as one of Our customers), You must notify Us (by email or otherwise) of the use (including the name of the item or event which is proper to use) and provide Us with details of the use. You must also obtain the necessary permissions as required>>.

10.2.3 <<Insert additional restrictions and/or prohibitions as required>>.

**11. Problems with the Paid Content**

11.1 We undertake to provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available to You does not comply with this Clause 11.1, please contact Us as soon as possible to inform Us of the problem. Your available remedies are set out in this Clause 11.1.

11.1.1 If the Paid Content is not of satisfactory quality, fit for purpose, or as described, You will be entitled to a repair or a replacement of the Paid Content.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, or if the repair or replacement is not to Your satisfaction, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for any other commercial purpose because We have not used reasonable care and skill, You may be entitled to a repair or replacement of the Paid Content. See Clause 14.3 for more information.

11.2 [Please note that We will not be liable for this Clause 11 if We informed You of the fault(s) of the Paid Content before You accessed it and it was not We who has now caused the problem (for



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example, if the Paid Content is an alpha or beta version and We have warned You that it may contain bugs that could harm Your device or other content), if You have used the Paid Content for an unsuitable purpose that is not known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse of the Paid Content, We will not be liable for any direct or indirect loss or damage.]

11.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or on <<insert phone number>> on Our Site <<insert link>> to inform our customer services department of the problem.

11.4 Refunds (whether in the form of a credit or reductions in price) under this Clause 11 will be available within 14 calendar days of the day on which We have agreed that You are entitled to a refund.

11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You made the payment for the Subscription [unless You specifically request that We make the refund using a different method].

11.6 For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or the Consumer Standards Office.

**12. Cancelling Your Subscription**

12.1 If You are a Consumer in the United Kingdom, You have a legal right to a "cooling-off" period for any reason, including if You have changed Your mind, and receive a full refund. The period of the cooling-off period is 14 days from the date of the Confirmation (i.e. when You access the Paid Content) or 14 calendar days after the date of the Confirmation, whichever occurs first.

12.2 After the cooling-off period has ended, You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund of the Paid Content for the remainder of Your Subscription (if applicable), where applicable.

12.3 If You purchase a Subscription and then renew by mistake), You will not be able to access any Paid Content since the Subscription We will issue to You. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

12.4 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your decision to cancel by email or by post is effective from the date on which You send Us Your message. If You would prefer to cancel, please use the following details:

12.4.1 Telephone: <<insert phone number>>;

12.4.2 Email: <<insert email address>>

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12.4.3 Post: <<ins  
in each case, p  
telephone number

name, address, email address,

12.5 [We may ask You v  
You provide to imp  
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cancel and may use any answers  
services, however please note that  
details if You do not wish to.]

12.6 Refunds under this  
in any event within  
You wish to cancel.

d to You as soon as possible, and  
day on which You inform Us that

12.7 Refunds under this  
that You used whe  
request that We ma

using the same payment method  
scription [unless You specifically  
ent method].

**13. Your Other Rights to End**

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13.1 You may end the  
forthcoming change  
sub-Clauses 6.3 or  
the change is set to  
Subscription, We w  
will not take effect o  
the Contract will e  
continue to have ac

if We have informed You of a  
the Paid Content (as described in  
of Sale that You do not agree to. If  
You before the end of Your current  
ert type of refund>>. If the change  
piry of Your current Subscription,  
Subscription period and You will  
until that date.

13.2 If We have suspend  
period>>, or We ha  
for more than <<ins  
described in sub-C  
issue You with a <<

id Content for more than <<insert  
e are going to suspend availability  
end the Contract immediately, as  
e Contract for this reason, We will  
refund.

13.3 If there is a risk that  
because of events  
immediately. If You  
<<insert type of refu

ontent will be significantly delayed  
ol, You may end the Contract  
s reason, We will issue You with a

13.4 If We inform You of  
the Paid Content an  
immediately. If You  
<<insert type of refu

description of Your Subscription or  
contract as a result, You may end it  
s reason, We will issue You with a

13.5 You also have a leg  
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more details of Yo  
Bureau or Trading S

act at any time if We are in breach  
rtial refund and compensation. For  
efer to Your local Citizens Advice

13.6 Refunds under this  
on which Your ca  
method that You  
specifically request

within 14 calendar days of the date  
ective, using the same payment  
Your Subscription [unless You  
sing a different method].

13.7 If You wish to exerc  
so in any way Y  
cancellation form o  
the Subscription C  
cancel, please use t

under this Clause 13, You may do  
Your convenience We offer a  
> and will include [a link to] it with  
d prefer to contact Us directly to

13.7.1 Telephone

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13.7.2 Email: <<in

13.7.3 Post: <<ins

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name, address, email address,

13.8 [We may ask You v  
You provide to imp  
You are under no o

cancel and may use any answers  
services, however please note that  
details if You do not wish to.]

**14. Our Liability to Consumer**

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14.1 We will be respon  
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Us when the Contr  
damage that is not f

the loss or damage that You may  
Terms of Sale (or the Contract) or as  
is foreseeable if it is an obvious  
or if it is contemplated by You and  
not be responsible for any loss or

14.2 Our Paid Content  
warranty or represe  
or industrial use of  
loss of business,  
opportunity.

commercial use only. We make no  
content is fit for commercial, business  
liable to You for any loss of profit,  
s, or for any loss of business

14.3 If, as a result of Ou  
(including but not lin  
or other content be  
You appropriate co  
this provision if:

reasonable care and skill, any content  
from Our Site damages Your device  
either repair the damage or pay  
that We will not be liable under

14.3.1 We have i  
designed to

problem and provided a free update  
applied the update; or

14.3.2 The dama  
instructions

by Your own failure to follow Our

14.3.3 Your devi  
requirement  
purchased

any relevant minimum system  
made You aware of before You

14.4 Nothing in these Te  
or personal injury ca  
agents or sub-contr  
Paid Content which  
provided, not of sat  
to Us.

it or exclude Our liability for death  
(including that of Our employees,  
fraudulent misrepresentation, or for  
does not match information that We  
not fit for any purpose made known

14.5 Nothing in these Te  
consumer. For mor  
Citizens Advice Bur

include or limit Your legal rights as a  
rights, please refer to Your local  
s Office.

14.6 We will not be res  
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Contract resulting f  
but not limited to  
Attachment).

you are unable to access any Paid  
forming Our obligations under the  
Our reasonable control (including  
specifically referred to in the

**15 Complaints and Feedback**

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15.1 We always welcom  
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customers and, whilst We always use  
Your experience as a customer of

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Ours is a positive and we are happy to hear from You if You have any cause for complaint.

to hear from You if You have

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

with Our complaints handling policy <<insert location>> and <<insert location>>

15.3 If You wish to complain, please contact Us in one of the following ways:

of Your dealings with Us, please

15.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];

<<insert name and/or position>>, <<insert

15.3.2 [By email, to <<insert name and/or position>> at <<insert email address>>];

<<insert name and/or position>> at <<insert

15.3.3 [Using Our <<insert name and/or position>> form, following the instructions included with the form;]

following the instructions included with

15.3.4 [By contacting <<insert telephone number>> (and choosing the option <<insert telephone number>> when prompted).]

<<insert telephone number>> [and <<insert telephone number>> when prompted].]

**16 How We Use Your Personal Information (Data Protection)**

**(Data Protection)**

We will only use Your personal information in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert link to Privacy Notice>> and <<insert link to Cookie Policy>>].

Our <<insert document name, e.g. Privacy Notice>> [and Cookie Policy <<insert link to Cookie Policy>>].

**17 Other Important Terms**

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17.1 We may transfer (assign) some or all of Our obligations and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold or our business is sold). If this occurs, You will be informed by Us in writing. Your obligations under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party.

and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are sold or our business is sold). If this occurs, You will be informed by Us in writing. Your obligations under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party.

17.2 [You may not transfer (assign) any of Our obligations and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may not permit the third party to enforce any of its terms against You.]

obligations and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may not permit the third party to enforce any of its terms against You.]

17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms against You.

other person shall have any rights to

17.4 If a court or other authority finds any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.

part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.

17.5 If We fail to take steps to enforce any of Our rights against You under these Terms of Sale (and under the Contract) it will not prevent Us doing so at a later date, for example, if You have become payable to Us.

steps to enforce any of Our rights against You under these Terms of Sale (and under the Contract) it will not prevent Us doing so at a later date, for example, if You have become payable to Us.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (by email or by posting details of how to cancel if You are not happy with them) (see 3.1 above).

from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (by email or by posting details of how to cancel if You are not happy with them) (see 3.1 above).

**18 Law and Jurisdiction**

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18.1 These Terms and the Contract shall be governed by, and construed in accordance with, the law of <<insert jurisdiction>> [Northern Ireland] [Scotland].

relationship between You and Us shall be governed by, and construed in accordance with, the law of <<insert jurisdiction>> [Northern Ireland] [Scotland].

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18.2 As a Consumer, You agree that the mandatory provisions of the law in Your country of residence and/or the law of the country in which You reside does not reduce Your rights under those provisions.

18.3 As a Consumer, and in relation to any proceedings or claim between You and Us relating to the Content (whether or not arising out of or otherwise) shall be subject to the jurisdiction of the courts of the country of Scotland, or Northern Ireland, as determined by Your Subscription.

18.3 As a Consumer, and in relation to any proceedings or claim between You and Us relating to the Content (whether or not arising out of or otherwise) shall be subject to the jurisdiction of the courts of the country of Scotland, or Northern Ireland, as determined by Your Subscription.

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1. **Use of [the Zoom web-conferencing service delivery platform (the "Zoom Content") online]**

**OR [insert name of other online conferencing service delivery platform (the "Zoom Content")]**

We [only] offer sessions of the Content and/or the Architect can participate in a session in-person for (at Our premises or at Your home)

that You can choose when You participate in a session in-person for (at Our premises or at Your home)

We use technology which enables Us to use the appropriate technology to provide the Content to You via [the Zoom cloud-based conferencing service delivery platform (the "Zoom Content")] OR [description of other online conferencing service delivery platform]

We use technology which enables Us to use the appropriate technology to provide the Content to You via [the Zoom cloud-based conferencing service delivery platform (the "Zoom Content")] OR [description of other online conferencing service delivery platform]

Where We are to make an online session available on the [insert name of other online conferencing service delivery platform], it will be on the [insert name of other online conferencing service delivery platform]

Where We are to make an online session available on the [insert name of other online conferencing service delivery platform], it will be on the [insert name of other online conferencing service delivery platform]

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2. **The technology that We use to provide the Content to You**

**providing**

We will subscribe to [Zoom] [insert name of other online service delivery platform] and will pay for the subscription. We will act as "host" and to provide the Content to You via [Zoom] [insert name of other online service delivery platform]

We will subscribe to [Zoom] [insert name of other online service delivery platform] and will pay for the subscription. We will act as "host" and to provide the Content to You via [Zoom] [insert name of other online service delivery platform]

To receive or participate in an online session which is within the scope of Your Subscription, You will need to use the [Zoom] [insert name of other online service delivery platform] facility or join that session: You will need to pay any fee or charge to use the [Zoom] [insert name of other online service delivery platform] facility

To receive or participate in an online session which is within the scope of Your Subscription, You will need to use the [Zoom] [insert name of other online service delivery platform] facility or join that session: You will need to pay any fee or charge to use the [Zoom] [insert name of other online service delivery platform] facility

We do not provide any PC or any [Zoom] [insert name of other online service delivery platform] App or other software for use on a computer or other equipment or facilities

We do not provide any PC or any [Zoom] [insert name of other online service delivery platform] App or other software for use on a computer or other equipment or facilities

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3. **The technology and other facilities that You will need to use the Content**

**responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

It will be Your sole responsibility to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

You will need to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

You will need to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

(a) An appropriate fund to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

(a) An appropriate fund to ensure that You have access to, and familiarity with, all necessary technology to use the Content via [Zoom] [insert name of other online service delivery platform]

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(b) Any slow speed, in  
inadequacy of, or o  
service (e.g. teleco  
rely on; or

other breakdown, unavailability or  
service or any other equipment or  
g, audio or visual) that You use or

(c) Failure of or defect  
delivery platform>>  
to You; or

ert name of other online service  
You to make the Content available

(d) Your inability to acc

ailure of or defects in Our Site etc.

5. **Account setup needed**

In order to purchase any S  
will first need to setup and  
through the process of sett  
to Account setup.

You to receive any Content, You  
nt with Us. Our Site will guide You  
e also note the following in regard

You may not create an Acc

years of age.

We only offer Paid Conter  
may only open an Account

individuals residing in the UK. You  
s in the UK.

During the process of se  
password and user name.  
Your Account.

ou will be required to choose a  
ou choose a strong password for

You [will][may] be asked f  
Your e-mail address.

regarding Your Account, such as

6. **Your responsibility for Yo**

**urity**

You must not share Your A  
that Your Account is be  
immediately. We will not be

details with anyone. If You believe  
permission, please contact Us  
ed use of Your Account.

You are fully responsible  
account information and fo  
You must ensure that You  
accessed by You. You mu  
password or Account or an

Confidentiality of Your password and  
under Your password or Account.  
count at the end of each session  
of any unauthorised use of Your  
y relating to Your Account.

You must never use anyon  
specific occasion in questio

prior authorization from Us for the

When creating an Accou  
complete. If any of Your inf  
ensure that Your Account is

provide must be accurate and  
ter date, it is Your responsibility to

If You have an active Subs  
the period of that Subscrip  
granted to any Instruction b

will remain active for the duration of  
e end of the latest access period

If You wish to close and de  
of section>>' section of Ou

may do so via the '<<insert name

7. **Your privacy and security**

**en Content is accessed**

Note that any two way  
transmission) that You pu  
private session unless We  
any additional person(s).

n (not a pre-recorded one way  
ple only to You as an individual  
made available on that occasion to

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If We do specify and agree that a session is accessible to You, then such a session:

- (a) [When You sign in to the [platform>>], You shall be visible to Our other users;
- (b) You understand and agree that You may see and hear (via the [name of other online platform>>] App and Your Device) not only You but also other people in or near that space and other materials in that space during that session;
- (c) The space that You use to see or hear via the [platform>>] App and Your Device or near that space may not be a private room;
- (d) There are potential risks that may include, but are not limited to, the disclosure of personal information;
- (e) We cannot ensure the privacy of sessions involving other people;
- (f) In any event, it will be Your responsibility to use the space to use when You are participating in the session to protect Your privacy and the privacy of others.

particular two way live consultation with one or more person(s), the following will apply to You:

the use of other online service delivery platforms. Your name will be visible to other users.

There is a risk that such other people may see and hear (via the facilities of the [Zoom] [insert name of other online platform>>] App and Your Device) not only You but also other people in or near that space and other materials in that space during that session.

The space that You use to see or hear via the [platform>>] App and Your Device or near that space may not be a private room. For example, You might decide to use a public space.

There are potential risks that may include, but are not limited to, the disclosure of information over technology that may include, but are not limited to, the disclosure of confidentiality and the theft of information.

We cannot ensure the privacy of sessions involving other people due to the nature of two way sessions.

In any event, it will be Your responsibility to ensure that You have a suitable space to use when You are participating in a two way session in order to protect Your privacy and the privacy of others.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

arising from Your failure to comply with the above requirements.

**8. Particular communication**

You acknowledge and agree that You must use a Subscription and [at least 48 hours] before You participate in a particular communication or other remote communication which might be relevant to the matter. We will [discuss with You any such matter to ensure that You understand] and inform You if We are unable to accept Your order for a Subscription or circumstances in question. In accordance with any instructions relating to the matter.

You must use a Subscription and [at least 48 hours] before You participate in a particular communication or other remote communication which might be relevant to the matter. We will [discuss with You any such matter to ensure that You understand] and inform You if We are unable to accept Your order for a Subscription or circumstances in question. In accordance with any instructions relating to the matter.

**9. Our Architects**

Please note that:

- (a) We will in Our discretion assign one or more Architects to each consultation session. Where a Subscription is used for more than one session, We

will endeavour to assign to each consultation session one or more Architects. Where a Subscription is used for more than one session, We

**EITHER**

[may assign different Architects to each session, but will endeavour to minimize the changes of Architects from one Session to the next in relation to each Subscription.]

We will endeavour to assign to each consultation session one or more Architects. Where a Subscription is used for more than one session, We will endeavour to assign to each consultation session one or more Architects. Where a Subscription is used for more than one session, We will endeavour to minimize the changes of Architects from one Session to the next in relation to each Subscription.]

**OR**

[will ensure as far as possible that We assign the same Architect to each session.]

We will ensure as far as possible that We assign the same Architect to each session.]

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Architect to those sessions  
Architect from one session

event try to minimize changes of  
to each Subscription.]

(b) In any event, the Architect  
qualified and/or experienced

any session will be appropriately  
level] for that session.

(c) [Details of qualifications  
assign to any session will

the Architects who We may or will  
our Site.]

**10. Your Brief**

When We plan what We will do  
We will work from Your initial  
for that purpose We will ask  
consultation session. The project  
developed by Us and/or You  
addition to changes which are  
necessary to comply with law

consultation session(s) with You,  
our project and requirements, and  
a statement in advance of the first  
may be subsequently revised and  
of conducting any session(s). In  
like, there may be changes that are  
conduct or other rule.

**11. Our Content**

We offer consultation sessions  
development projects or to  
remodelling or renovation projects

either new building design and  
version, modernisation, alteration,  
wish to plan and implement.

Where You or We consider  
either You or We may propose  
relevant to Your project. We  
be physically in attendance  
instead they will participate  
via the web-conferencing  
with You, there will be no  
the session concerned.

any third party(ies) in any session,  
to be and why they are needed or  
each case whether that person will  
to join in the session, or whether  
er premises as an additional party  
ou use. Unless otherwise agreed  
u for that person's participation in

We can cover in online consultation  
advice):

ussion, explanation, information or

- [Your ideas and Brief (scope)]
- [Reviewing any drawings]
- [Formulate project brief]
- [The self build process]
- [Virtual video tour of Your site]
- [View and consider your site]
- [How to find a site]
- [Look, feel and finishes]
- [Town planning]
- [Building regulations]
- [Condition of existing structures]
- [Conservation]
- [How to work with an architect]
- [Budgeting/finance requirements]
- [Energy Performance and sustainability]
- [Live preparation and recording]
- [Live preparation and recording]
- [Suggest next step/s]
- [[Fixed] fee proposal for the project]

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tion]

sketch floor plans]

elevation or key image]

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