

BACKGROUND:

- (A) These Terms of Sale set out the conditions on which Paid Content is accessed via Subscriptions on the website <<insert website address>>
- (B) Terms and information that are presented by an Architectural Design Consultation [or] [conferencing] [or] [online service delivery method/s] platform are set out below for ease of reference but they will have the same effect as the Terms of Sale.
- (C) Before You can purchase Paid Content, You will first have to set up an Account. You will not be able to purchase Paid Content through Our Site until You have successfully completed the process of setting up an Account, You must first accept and agree to our Terms of Sale and the attached Terms of Sale.
- (D) These Terms of Sale, as well as the Terms of Sale for Paid Content, are in the English language only.
- (E) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use of Our Site.

1. Definitions and Interpretation

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

“Account”

“Architect”

“Background Items”

“Contract”

conditions on which Paid Content, is accessed via Subscriptions on the website, <<insert website address>>

accessing sessions of Paid Content through the [Zoom cloud-based web conferencing] [or] [online service delivery method/s] platform are set out below for ease of reference but they will have the same effect as the Terms of Sale.

You will first have to set up an Account. You will not be able to purchase Paid Content through Our Site until You have successfully completed the process of setting up an Account, You must first accept and agree to our Terms of Sale and the attached Terms of Sale.

These Terms of Sale, as well as the Terms of Sale for Paid Content, are in the English language only.

These Terms of Sale apply to the use of Our Site are separate from the Terms of Use of Our Site.

Unless otherwise requires, the following expressions have the following meanings:

“Account” means an account referred to in Sub-Clause 7.1, that You must set up in order to purchase any Paid Content;

“Architect” means any other individual who presents the architectural design to interact with You online during the consultation;

“Background Items” means all sources (background and other information) relevant to the consultation, including all information to be provided to You, all of which shall be downloadable or viewable as applicable;

“Contract” means the agreement between Us and You for the purchase of Paid Content, which entitles You to access any Paid Content, as set out in the Terms of Sale.

**“Data
Protection
Legislation”**

“Paid Content”

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force in the UK from time to time on and privacy including, but not protection Act 2018, EU Regulation a Protection Regulation (“GDPR”) applicable EU regulation relating to privacy (for as long as, and to the legal effect in the UK) and any relating to data protection and

consultation, advice, guidance, or materials or other information related offer, comprised of any content s, images, audio, video and other hough Our Site and made available r Site] by means of

onous live stream audio and/or Zoom, GoToMeeting, Skype for s), WebEx];

e stream video and/or audio] [or] adable] video and/or audio] of one

video/audio streaming platform r Site]

website, e.g. Youtube] via a link that

other viewable text, graphics or dio items or information, including

more fully described in other e or make available to You before on. That information may include ect presenting any content on Our es or does not do so, We may, if scretion, at any time and without other Architect(s) who is suitably ed;

“Subscription”

“Subscription Confirmation”

“Subscription ID”

“We/Us/Our”

“You”

2. Information About Us

- 2.1 Our Site, <<insert business name>> [<<insert company number>> <<insert address>> and who [Our VAT number is
- 2.2 We are registered v
- 2.3 [We are a member
- 2.4 [<<insert further info

3. Contacting Us

- 3.1 If You wish to con telephone at <<in address>>, or by po
- 3.2 For matters relating contact Us by tele address>>, or by po
- 3.3 For matters relatir <<insert telephone

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to Our Site purchased by You with access to Paid Content which

ific single events or items; and/or es or collections of two or more items; and/or types of events or items available and/or ems.

ation about the period of access re You purchase the Subscription information described in Sub-

include access to the Background riod of the Subscription, and they s soon as We have sent You a on];

ce and confirmation of Your ion;

mber for Your Subscription;

ness name>> [, a company nd under <<insert company egi-tered address is <<insert nd whose main trading address is] s>>; and

stomer which sets up an Account rscriptions. and accesses and uses

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

Architects Registration Board.

British Architects.]

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

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

ase contact Us by telephone at <<insert email address>>, by post

- at <<insert address>> at Clauses above.
- 3.4 To make a complaint
- 4. Access to and Use of Our Site**
- 4.1 Access to Our Site
- 4.2 It is Your responsibility to make the necessary arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site may be interrupted from time to time on an "as available" basis. We may alter, suspend or discontinue any part of it) at any time and without notice. We may change the Site in any way if Our Site (or any part of it) is unavailable for a reasonable period.
- 4.4 Use of Our Site is subject to Our Terms of Use <<insert link>>. Please ensure that You read them carefully and that You understand them.
- 5. Business Customers**
- 5.1 These Terms of Sale do not apply to business customers only. These Terms of Sale apply to individual consumers purchasing Paid Content for personal use in connection with, or for use in, their trade, business, craft or profession.
- 5.2 These Terms of Sale apply to the agreement between Us and You with respect to Your purchase of Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for negligent misstatement based upon any statement hereunder.
- 6. Subscriptions, Paid Content and Price Variability**
- 6.1 We may from time to time change any Subscription to any Paid Content subsequent renewal price at least <<insert price>>. We will inform You of any change in price at least <<insert notice period>> 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 12.1.
- 6.2 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 issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content should be provided to You.
- 6.3 In some cases, as described in sub-Clause 6.2, We may also make more significant changes to Paid Content. We will inform You at least <<insert notice period>> 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 12.1.
- 6.4 Where any updates are made to match Our description of the Paid Content to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from making changes to the Paid Content, thereby going beyond the original description.

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6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time you place an order. Pricing information is reviewed and updated every <<in>>. Changes in price will not affect any order placed (please note sub-Clause 6.9 regarding VAT, how

at all prices shown on Our Site are correct at the time you place an order. Pricing information is reviewed and updated every <<in>>. Changes in price will not affect any order placed (please note sub-Clause 6.9 regarding VAT, how

6.6 All prices are checked for accuracy. In the unlikely event that We have made an error in the price shown when You place an order, We will simply charge You the lower price. If the correct price is higher, We will give You the option to accept the subscription at the correct price or to cancel Your order (if it has not yet started). We will not proceed with processing Your order until You respond. If We do not receive a response from You within <>>, We will treat Your order as cancelled and notify You accordingly.

6.6 All prices are checked for accuracy. In the unlikely event that We have made an error in the price shown when You place an order, We will simply charge You the lower price. If the correct price is higher, We will give You the option to accept the subscription at the correct price or to cancel Your order (if it has not yet started). We will not proceed with processing Your order until You respond. If We do not receive a response from You within <>>, We will treat Your order as cancelled and notify You accordingly.

6.7 If We discover an error in the price of Your order is processed, We will make all reasonable efforts to correct the error. We may, however, have the right to cancel the Contract if the error is significant. You do wish to cancel the Contract, please contact Us.

6.7 If We discover an error in the price of Your order is processed, We will make all reasonable efforts to correct the error. We may, however, have the right to cancel the Contract if the error is significant. You do wish to cancel the Contract, please contact Us.

6.8 If the price of a Subscription changes between Your order being placed and Us taking payment, You will be charged the price in effect at the time of placing Your order. Subsequent Subscriptions will be charged at the new price.

6.8 If the price of a Subscription changes between Your order being placed and Us taking payment, You will be charged the price in effect at the time of placing Your order. Subsequent Subscriptions will be charged at the new price.

6.9 Prices on Our Site are shown inclusive [and inclusive] of VAT. If the VAT rate changes between the time of placing and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

6.9 Prices on Our Site are shown inclusive [and inclusive] of VAT. If the VAT rate changes between the time of placing and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

7. Orders – How Contracts are Made

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7.1 Our Site will guide You through the process of purchasing a Subscription. You will be given the opportunity to set up an Account and amend it. Please ensure you check and amend it before submitting it.

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

7.2 If, during the order process, You provide incorrect or incomplete information (including the type of Paid Content You wish to purchase). If We are unable to process Your order due to incorrect or incomplete information, We will not be responsible for a refund. We will cancel Your order and You will be responsible for any charges incurred by You providing incorrect or incomplete information.

7.2 If, during the order process, You provide incorrect or incomplete information (including the type of Paid Content You wish to purchase). If We are unable to process Your order due to incorrect or incomplete information, We will not be responsible for a refund. We will cancel Your order and You will be responsible for any charges incurred by You providing incorrect or incomplete information.

7.3 No part of Our Site or the purchase of a Subscription constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription, together with our acknowledgement of receipt of Your order, constitutes a contractual offer that We accept (and We have accepted it.) Our acceptance is indicated by Us sending You an email. Only once We have sent You a Subscription Confirmation email, there will be a legally binding Contract between Us and You.

7.3 No part of Our Site or the purchase of a Subscription constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription, together with our acknowledgement of receipt of Your order, constitutes a contractual offer that We accept (and We have accepted it.) Our acceptance is indicated by Us sending You an email. Only once We have sent You a Subscription Confirmation email, there will be a legally binding Contract between Us and You.

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- 7.4 Subscription Confirmation shall include the following information:
 - 7.4.1 Your Subscription details;
 - 7.4.2 Confirmation of the items ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 7.4.3 Fully itemised list of the Subscription including, where appropriate, any additional optional charges;
 - 7.4.4 The duration of the Subscription (including the start date, and the [expiry] [and the end date]);
 - 7.4.5 In relation to the Subscription (or recorded) event, item, series, collection or programme, the terms constituting the Paid Content, the period for which the Paid Content will be accessed which will be either (a) the whole period of the Subscription (or that whole period) or a specific period commencing on a stated date and ending on a stated date; and
 - 7.4.6 <<insert additional information as required>>.

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- 7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expeditiously refund any payment taken under normal circumstances. If We are unable to refund any such sums will be refunded to You.
- 7.6 Any refunds due to You will be issued to You as soon as possible, and in any event within a number of calendar days 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 placed Your order [unless You specifically request that We make the refund using a different payment method].

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8. Payment for Subscription

- 8.1 Payment for Subscription shall be made in advance. Your chosen payment method will be used to process Your order and send You a Subscription Confirmation [including the renewal date] **OR** [not more than <<insert period>> before the start of the Subscription].
- 8.2 We accept the following payment methods on Our Site:
 - 8.2.1 <<insert payment method>>
 - 8.2.2 <<insert payment method>>
 - 8.2.3 <<insert payment method>>
 - 8.2.4 <<add further payment methods as required>>;

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- 8.3 If You do not make payment by the date specified in Clause 8.1, We will suspend Your access to the Paid Content. For further information, please refer to sub-Clause 9.5. If You do not make payment within <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.
- 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.

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9. Provision of Paid Content

- 9.1 We undertake to provide You with access to the Paid Content on these Terms of Sale the Paid Content is available.

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Content for which You are not permitted use of such Content attributable to Us, We will not provide a refund.

You may choose not to access or make any use of such Content or, for any reason not attributable to Us, You will not be entitled to any refund.

9.2 Paid Content applicable to Your Subscription will be available to You immediately from the time of Your Subscription Confirmation for the duration of Your Subscription, or until the Contract is otherwise ended, or until the Content is otherwise unavailable.

Subscription Confirmation for the duration of Your Subscription, or until the Contract is otherwise ended, or until the Content is otherwise unavailable.

9.2.1 An item of Paid Content will be available when stated in the information provided to You, either (a) if it is scheduled to be available for a specific time and date when it is scheduled to start; or (b) if it is a pre-recorded or live-streamed item within which it is or will be available for a specific time and date when it is scheduled to start.

will be available when stated in the information provided to You, either (a) if it is scheduled to be available for a specific time and date when it is scheduled to start; or (b) if it is a pre-recorded or live-streamed item within which it is or will be available for a specific time and date when it is scheduled to start.

9.2.2 If an item of Paid Content is scheduled to start, but does not start, We will use reasonable endeavours to start it at the time it is scheduled to start, but We are not bound to do so in the event of a live-streamed item and/or others or by other circumstances.

If an item of Paid Content is scheduled to start, but does not start, We will use reasonable endeavours to start it at the time it is scheduled to start, but We are not bound to do so in the event of a live-streamed item and/or others or by other circumstances.

9.3 In some limited circumstances, We may suspend the provision of Paid Content (in full or in part) for the following reasons:

We may suspend the provision of Paid Content (in full or in part) for the following reasons:

9.3.1 To fix technical issues or make necessary minor technical changes as described in Clause 6.2;

To fix technical issues or make necessary minor technical changes as described in Clause 6.2;

9.3.2 To update the Content to comply with relevant changes in the law or other regulations as described above in sub-Clause 6.2;

To update the Content to comply with relevant changes in the law or other regulations as described above in sub-Clause 6.2;

9.3.3 To make modifications to the Paid Content, as described above in sub-Clause 6.2.

To make modifications to the Paid Content, as described above in sub-Clause 6.2.

9.4 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 9.3, We will notify You in advance of the suspension and explain why it is necessary and urgent or emergency (in the case of a suspension of availability for a dangerous problem with the Paid Content, in which case We will suspend availability as soon as reasonably possible and resume availability as soon as possible while availability is suspended and provide You with a period equivalent to the length of the suspension [(unless otherwise stated in Your Subscription Confirmation, which period is less than <<insert period>>)]]. If the suspension lasts for more than <<insert period>>, We will refund to You the amount of the Paid Content that it is going to last) for more than <<insert period>>. We may also suspend the provision of the Paid Content as described below in sub-Clause 9.5.

If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 9.3, We will notify You in advance of the suspension and explain why it is necessary and urgent or emergency (in the case of a suspension of availability for a dangerous problem with the Paid Content, in which case We will suspend availability as soon as reasonably possible and resume availability as soon as possible while availability is suspended and provide You with a period equivalent to the length of the suspension [(unless otherwise stated in Your Subscription Confirmation, which period is less than <<insert period>>)]]. If the suspension lasts for more than <<insert period>>, We will refund to You the amount of the Paid Content that it is going to last) for more than <<insert period>>. We may also suspend the provision of the Paid Content as described below in sub-Clause 9.5.

9.5 We may suspend the provision of Paid Content as follows if We do not receive payment on time from You: (a) if You do not pay the amount due to Us on the due date, however if You pay the amount due to Us within <<insert period>> of Our notice, We may suspend the provision of the Paid Content until We have received payment from You; (b) if You do not pay the amount due to Us within <<insert period>> of Our notice, We may suspend the provision of the Paid Content until We have received payment from You. You will not be charged for any Content that is going to last) for more than <<insert period>>. We may also suspend the provision of the Paid Content as described below in sub-Clause 9.5.

We may suspend the provision of Paid Content as follows if We do not receive payment on time from You: (a) if You do not pay the amount due to Us on the due date, however if You pay the amount due to Us within <<insert period>> of Our notice, We may suspend the provision of the Paid Content until We have received payment from You; (b) if You do not pay the amount due to Us within <<insert period>> of Our notice, We may suspend the provision of the Paid Content until We have received payment from You. You will not be charged for any Content that is going to last) for more than <<insert period>>. We may also suspend the provision of the Paid Content as described below in sub-Clause 9.5.

10. Licence

10.1 We will own (and reserve all rights in and to) the world) in all Paid Content that we provide to You. We will grant You a non-exclusive, non-transferable, non-sublicensable licence to use the Paid Content for your internal business purposes (B2B).

We will own (and reserve all rights in and to) the world) in all Paid Content that we provide to You. We will grant You a non-exclusive, non-transferable, non-sublicensable licence to use the Paid Content for your internal business purposes (B2B).

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non-sublicensable relevant Paid Content [together with the p to the restrictions c give You any rights licence from third pa

ess, participate in and use the nd in the course of Your business, der sub-Clause 10.2][and][subject 0.3]. The licence granted does not cluding any material that We may

10.2 [The licence grant permissions: <<Inse

10.1 includes the following usage s as required>>.]

10.3 The licence granted restrictions:

is subject to the following usage

10.3.1 You may no otherwise tr available to Designs and Copyright W

h, republish, share, broadcast or nt (or any part of it) or make it permitted under the Copyright 3 'Acts Permitted in relation to

10.3.2 You may no Paid Content other person (by voice, t contribution content of th

eam facility which is or is part of a unicate or make accessible to any ing in that item or event anything e) except for a query about or hich is proper having regard to the

10.3.3 [<<Insert ad

quired>>]

11. Ending Your Subscription

11.1 You may cancel Y Clause 11.2 and] continue to have ac Subscription (up un the Contract will end

time. However, subject to [sub-offer any refunds and You will t for the remainder of Your current y date, as applicable), whereupon

11.2 If You purchase a renew by mistake), to access any Pai Content since the Subscription We wi If You have access will not be able to o Paid Content for th expiry date, as appl

e (or allow Your Subscription to on as possible and do not attempt ou have not accessed any Paid al date, as appropriate) of the subscription and issue a full refund. e the Subscription has started, We will continue to have access to the scription (up until the renewal or

11.3 If You wish to exer inform Us of Your convenience We of include [a link to] it or by post is effecti You would prefer t details:

el under this Clause 11, You may ay You wish, however for Your n Our Site <<insert link>> and will onfirmation. Cancellation by email ch You send Us Your message. If cancel, please use the following

11.3.1 Telephone

ber>>;

11.3.2 Email: <<ir

11.3.3 Post: <<ins

in each case, pro telephone number,

name, address, email address,

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11.4 [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.]

11.5 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

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

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

12. Ending the Contract Bec

Have Done (or Will Do)

12.1 You may end the
forthcoming change
of Sale that You do
You before the end
<<insert type of ref
until the expiry of Y
that Subscription p
Content until that da

if We have informed You of a
the Paid Content or these Terms
ge is set to take effect or apply to
scription, We will issue You with a
ll not take effect or apply to You
the Contract will end at the end of
inue to have access to the Paid

12.2 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.

12.3 If availability of the
events outside of C
sub-Clause 14.2.6
reason, We will issu

significantly delayed because of
nd the Contract immediately. See
f You end the Contract for this
e of refund>> refund.

12.4 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

12.5 You also have a leg
of it. You may also b

act at any time if We are in breach
tial refund and compensation.

12.6 If You wish to exer
inform Us of Your
convenience We of
include [a link to] it

el under this Clause 12, You may
ay You wish, however for Your
n Our Site <<insert link>> and will
nfirmation.

12.7 If You would prefer
details:

o cancel, please use the following

12.7.1 Telephone

ber>>;

12.7.2 Email: <<in

12.7.3 Post: <<ins

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telephone number,

name, address, email address,

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12.9 Refunds under this clause shall be paid to You as soon as possible, and in any event within 14 days of the day on which You inform Us that You wish to cancel.

12.10 Refunds under this clause shall be paid to You using the same payment method that You used when You placed the order, or by such other method as You request that We may agree in writing [unless You specifically request another payment method].

13. Our Liability

13.1 Subject to sub-Clause 13.2, We shall be liable to You, whether in contract, tort (including negligence), strict liability, or otherwise, for any loss of profit, loss of business, or for any loss of business opportunity, or for any consequential loss arising out of or in connection with any breach of the Contract by Us and Us..

13.2 Subject to sub-Clause 13.1, We shall be liable to You for all other losses arising out of or in connection with the Contract between You and Us, whether in contract, tort (including negligence), strict liability, or otherwise, up to a maximum of <<insert percentage>>% of the total sums paid by You under the Contract, whichever is the greater sum.

13.3 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors), fraudulent misrepresentation, or for any other matter in which liability cannot be excluded or restricted by law.

14. Events Outside of Our Control

14.1 We will not be liable for any delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes shall include but are not limited to: power failure, internet service provider outages, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, acts of war (threatened or actual), acts of war (preparations for war), epidemic or other natural disaster or any other dissimilar event or circumstance that is beyond Our control.

14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms of Sale:

14.2.1 We will inform You as soon as reasonably possible;

14.2.2 We will take all reasonable steps to minimise the delay;

14.2.3 To the extent that Our obligations under the Contract are suspended or extended as a result of an event described in Clause 14.1, to minimise the delay, Our affected obligations under the Contract (and therefore the Contract) will be suspended or extended as a result of that event that We are bound by will be

14.2.4 We will inform You as soon as possible and provide details of the event and its effect on the availability of Paid Content outside of Our control is over and the availability of Paid Content

14.2.5 If the event described in Clause 14.1 continues for more than <<insert number of days>> days after the date of the Contract and inform You of the cancellation of the Contract and inform You of the date on which the Contract is cancelled and you as a result of that cancellation will be paid to You as soon as reasonably possible and in any event within <<insert number of days>> days of the date on which the Contract is cancelled and by the same payment method that You

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14.2.6 If an event d
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curs [and continues for more than
wish to cancel the Contract as a
ay You wish, however for Your
form on Our Site <<insert link>>.
directly to cancel, please use the

Telephone: <<ins

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Email: <<ins

Post: <<inse

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possible and
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payment m
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ur name, address, email address,
er. Any refunds due to You as a
d to You as soon as is reasonably
<<insert time period>> of the date on
d will be made using the same
when ordering Your Subscription
at We make a refund using a

15 Communication and Con

15.1 If You wish to cor
contact Us by telep
email address>>, o

uestions or complaints, You may
ne number>>, by email at <<insert
ess>>.

15.2 For matters relating
by telephone at <<
by post at <<insert

ur Subscription, please contact Us
ail at <<insert email address>>, or

15.3 For matters relatir
<<insert telephone
at <<insert address

ase contact Us by telephone at
<<insert email address>>, by post
nt Clauses above.

16 Complaints and Feedback

16.1 We always welcom
all reasonable ende
Ours is a positive c
any cause for comp

tomers and, whilst We always use
Your experience as a customer of
ant to hear from You if You have

16.2 All complaints are h
and procedure, av
respectively.

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

16.3 If You wish to give
please contact Us i

aspect of Your dealings with Us,
ays:

16.3.1 [In writing,
address>>];

name and/or position>>, <<insert

16.3.2 [By email, a
email addre

ame and/or position>> at <<insert

16.3.3 [Using Our c
form;]

g the instructions included with the

16.3.4 [By contactir
choosing op

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

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17 How We Use Your Personal Data (Data Protection)

- 17.1 All personal data that we collect, process, and hold in accordance with the applicable Data Protection Legislation and Your rights thereunder.
- 17.2 For complete details regarding the processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy >> [and Cookie Policy >>] <<insert link to Cookies Policy >>

18 Other Important Terms

- 18.1 We may transfer (including by way of a Sale) and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired). If such an event occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party. You and We will remain bound by them.
- 18.2 [You may not transfer (including by way of a Sale) (and under the Contract) these Terms of Sale (and the Contract) (where applicable) without Our express written permission. We may, however, permit such a transfer if <<insert reasons>>.]
- 18.3 The Contract is between Us and You and is not intended to benefit any other person or third party. No person or party other than You will be entitled to enforce any provision of the Contract.
- 18.4 If any of the provisions of these Terms of Sale or otherwise unenforceable, then those provisions shall be severed and the remainder shall be valid and enforceable.
- 18.5 No failure or delay in exercising any of Our rights under these Terms of Sale means that We will waive any provision of the Contract and no waiver by Us of a breach of any provision of the Contract means that We will waive any subsequent breach of that provision.
- 18.6 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, We will give You reasonable notice of the changes (including details of how to cancel if You are not happy with them) (see 2.1 above).

19 Law and Jurisdiction

- 19.1 These Terms of Sale constitute the entire agreement between You and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise), shall be subject to the jurisdiction of the courts of England and Wales.

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1. **Use of [the Zoom web-conferencing service delivery platform “Zoom Services”] online**

We [only] offer the Services and/or the Architect cannot provide (at Our or Your premises) for any reason].

We use technology which includes the appropriate technology to use [the Zoom cloud-based service delivery platform “Zoom”] **description of other online service delivery platform**

Where We are to make any use of [Zoom] OR [Zoom] platform, it will be on the following platform.

2. **The technology that We use**

We will subscribe to [Zoom] platform>>] and will pay for the use of [Zoom] platform as “host” and to provide [Zoom] 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] platform>>] facility or join that session: You will need to pay any fee or charge to use the Services made available by Your Subscription.

We do not provide any PC or any [Zoom] platform>>] App or other software for use on or other equipment or facilities.

We do not supply or make available any [Zoom] platform>>] platform as agent or otherwise on [Zoom] platform>>] or any other platform. Your download and use of [Zoom] platform>>] or any other platform is governed by such terms and conditions as may be imposed on such download to You imposes on such download.

Paid Content consisting of [Zoom] platform>>] downloadable directly from [Zoom] platform>>].

3. **The technology and other**

It will be Your sole responsibility with all necessary technology via [Zoom] platform>>].

OR [Zoom] platform>>] OR [Zoom] platform>>] rather than any other

OR [Zoom] platform>>] rather than any other

Services provided that You have access to, and familiarity with, to use and participate in the Services provided via the [Zoom] platform>>] OR [Zoom] platform>>].

OR [Zoom] platform>>] rather than any other

providing

OR [Zoom] platform>>] rather than any other

[Zoom] platform>>] rather than any other

OR [Zoom] platform>>] rather than any other

OR [Zoom] platform>>] rather than any other

OR [Zoom] platform>>] rather than any other

responsible for providing

OR [Zoom] platform>>] rather than any other

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You will need to ensure an exhaustive list of facilities for

to and use the following non-

- (a) An appropriate fund
- (b) An up to date [Zc platform>>] App v Device, and installed You can receive the
- (c) Stable, reliable, inte
- (d) A location at Your listen, speak where necessary, without Architect except for participating at You
- (e) Where the Device and/or loudspeake and/or speakers as
- (f) A [camera][and][or facility] that is part purpose of the Arc assistance either at the [interior][and][or are the subject of a

- adequately charged;
- f other online service delivery** need to be downloaded to Your correctly on Your Device, so that
- te speed;
- the environment in which to watch, s, and otherwise to participate as her person to distract You or the associate(s) or other person(s) ment with the Architect;
- provide an adequate microphone the Services, external microphone nd
- ility [[and][or] a screen sharing Device which is adequate for the otely view or examine with Your os that You have or live video of es or part of the premises which

4. **Scope of what We make a**

We do not, and cannot, technology. If You need an it from an appropriate third what technology is needed

set up, maintain, or operate any about technology, You should seek cannot, give You any advice about

We do not claim to have a need or use for the purpo request it, either before or offer suggestions in good report, but it will not be in any responsibility or accep You to resolve any proble any other problem, loss or technology or other thing.

relation to any technology that You vices. However, We may, if You the Services, and without charge, lem with that technology that You You. We do not therefore take on ny such suggestion does not help such suggestion You experience , Your digital content or any other

Without in any way limitir purposes of Clause 14, ca the following:

4 of the Terms of Sale, for the nable control may include any of

- (a) Where You are una have asked Us for the problem); or
- (b) Any slow speed, in inadequacy of, or o service (e.g. teleco rely on; or
- (c) Failure of or defec delivery platform>> available to You; or

- ology problem (whether or not You suggestions as to how to resolve
- other breakdown, unavailability or service or any other equipment or g, audio or visual) that You use or
- ert name of other online service s or You to make the Services

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- (d) Lack of an appropriate Device; or
- (e) Your inability to access etc.

5. Account setup needed

In order to purchase any Services, You will first need to setup and activate to set up an Account.

We only offer Paid Content to businesses established in the UK. You may only open an Account if your address which is in the UK.

During the process of setting up Your Account, you will be required to choose a password and user name. You must choose a strong password for Your Account.

You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

6. Your responsibility for Your Account security

You must not share Your Account details with anyone except You or a member of Your personal household. You must not use those details on Your Account or allow anyone else, please contact Us if you are aware of any unauthorised use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it secure under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not allow anyone else to access Your Account or any Services provided by Us.

You must never use anyone's account details without their prior authorization from Us for the purpose of accessing any Services.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is updated.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription, up to the end of the latest access period granted to any Instruction by Us.

If You wish to close and delete Your Account, you may do so via the '<<insert name of section>>' section of Our Website.

7. Your privacy and security when the Services are accessed

Note that any two way live consultation (not a pre-recorded one way session) is available only to You as an individual customer. You agree that it is to be made available to other customer(s).

If We do specify and agree to a live consultation session is accessible to You, the following will apply to such a session:

- (a) [When You sign in to the <<insert platform>>], You shall agree that Your name will be visible to other customers taking part;

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or any failure of or defect in a Device; or failure of or defects in Our Site

You to receive any Services, You must first log in to Our Site. Our Site explains how to set up an Account.

businesses established in the UK. You may only open an Account if your address which is in the UK.

you will be required to choose a password and user name. You must choose a strong password for Your Account.

regarding Your Account, such as Your e-mail address.

Account security

details with anyone except You or a member of Your personal household. You must not use those details on Your Account or allow anyone else, please contact Us if you are aware of any unauthorised use of Your Account.

confidentiality of Your password and account information and for keeping it secure under Your password or Account. You must ensure that You log out of Your Account at the end of each session and do not allow anyone else to access Your Account or any Services provided by Us.

prior authorization from Us for the purpose of accessing any Services.

provide must be accurate and complete. If any of Your information is incorrect, it is Your responsibility to ensure that Your Account information is updated.

will remain active for the duration of the period of that Subscription, up to the end of the latest access period granted to any Instruction by Us.

may do so via the '<<insert name of section>>' section of Our Website.

When the Services are accessed

live consultation (not a pre-recorded one way session) is available only to You as an individual customer. You agree that it is to be made available to other customer(s).

particular two way live consultation session is accessible to You, the following will apply to such a session:

- (a) [When You sign in to the <<insert platform>>], You shall agree that Your name will be visible to other customers taking part;

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(b) You understand and agree that there is a risk that such other business customers may see or hear any video and/or audio facilities of the [Zoom] [<<insert name of service delivery platform>>] App and Your Device) not of the space and its surroundings and any people in or near the space and its surroundings, and other people in or near the space when You are participating in the session;

is a risk that such other business customers may see or hear any video and/or audio facilities of the [Zoom] [<<insert name of service delivery platform>>] App and Your Device) not of the space and its surroundings and any people in or near the space when You are participating in the session;

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(c) The space that You use for the session with You or others who are not participating in the session with You via the [Zoom] [<<insert name of service delivery platform>>] App and Your Device and that space and its surroundings, You or those participating in the session with You or others decide to use a separate office or other private room and

others who are not participating in the session with You via the [Zoom] [<<insert name of service delivery platform>>] App and Your Device and that space and its surroundings, You or those participating in the session with You or others decide to use a separate office or other private room and

(d) There are potential risks that include, but are not limited to, the loss of personal information

information over technology that include, but are not limited to, the loss of confidentiality and the theft of

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(e) We cannot ensure the privacy of sessions involving You

privacy due to the nature of two way sessions involving You in addition to You;

(f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in a two way session in order to protect the privacy of You and others participating in the session with You or on Your behalf and the

responsibility to ensure that You have a suitable space to use when participating in a two way session in order to protect the privacy of You and others participating in the session with You or on Your behalf and the

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

responsibility to ensure that You have a suitable space to use when participating in a two way session in order to protect the privacy of You and others participating in the session with You or on Your behalf and the

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 or other remote communication of which You are aware which might be relevant to the session with You any such matter to Us before we accept Your order for a Subscription or circumstances in question in accordance with any instructions

at least 48 hours] before You participate in a particular communication or other remote communication of which You are aware which might be relevant to the session with You any such matter to Us before we accept Your order for a Subscription or circumstances in question in accordance with any instructions

9. Our Architects

Please note that:

(a) Unless We have otherwise agreed in writing which Architect to assign to a session which comprises more than one session

We will in Our discretion decide which Architect to assign to a session and where a Subscription is used

EITHER

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

We will in Our discretion decide which Architect to assign to a session and where a Subscription is used

OR

[We will ensure as far as possible that We assign the same Architect to those sessions which are part of the same Subscription. We will in any event try to minimize changes of Architect from one session to each Subscription.]

We will in Our discretion decide which Architect to assign to a session and where a Subscription is used

(b) In any event, the Architect assigned to any session will be appropriately

We will in Our discretion decide which Architect to assign to a session and where a Subscription is used

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qualified and/or experienced

level] for that session.

(c) [Details of qualifications and experience to be assigned to any session]

the Architects who We may or will use on our Site.]

10. **Your Brief**

When We plan what We will do for your project We will work from Your initial brief for that purpose We will also conduct a consultation session. The project brief will be developed by Us and/or You. In addition to changes which You may request, We may make changes necessary to comply with local planning requirements.

consultation session(s) with You, to discuss your project and requirements, and to produce a statement in advance of the first consultation session. This statement may be subsequently revised and approved by You before We proceed with any session(s). In any event, there may be changes that are necessary to conduct or other rule.

11. **Our Services**

We offer consultation services for new building development projects or to existing buildings for remodelling or renovation projects.

either new building design and development, conversion, modernisation, alteration, or renovation which you wish to plan and implement.

Where You or We consider that it is necessary, either You or We may propose that a third party be physically in attendance at the session, or instead they will participate via the web-conferencing facilities. If, with You, there will be no third party at the session concerned.

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

We can cover in online consultation (subject to your advice):

discussion, explanation, information or advice.

- [Your ideas and Brief (subject to your advice)]
- [Reviewing any drawings or plans you have sent or shared]
- [Formulate project brief]
- [The self build process]
- [Virtual video tour of the site]
- [View and consider your site]
- [How to find a site]
- [Look, feel and finishes]
- [Town planning]
- [Building regulations]
- [Condition of existing structure]
- [Conservation]
- [How to work with an architect]
- [Budgeting/finance requirements]
- [Energy Performance and sustainability]
- [Live preparation and recording of session]
- [Live preparation and recording of session]
- [Suggest next step/s]

have sent or shared]

tion]

sketch floor plans]

elevation or key image]

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- [[Fixed] fee proposal for
- [Reporting back to You
- You by producing a written
- password that We provide
- following:

sessions, We can report back to
download from Our website using a
[to You]. It can cover any of the

- [A desk top study on plan
- [Opinion of state of site
- implemented]
- [Location and implications
- [Overview of viable design
- [Overview of whole project
- [Provide a 3D model of
- [Agree a project programme
- [Other items materials
- or other items or resources
- helpful or necessary for
- design or implementation]

have given Us]
indicates what/how project might be

12. Result of a consultation

Whilst We will use Our reasonable
information using reasonable
means that there are limited
advice in connection with
result of any one or more
factors.

to completion of construction]

We will tell You before, during
either You or any of Your personnel
view is that We need to see
discuss the situation with You
or Your personnel either
person at Our office or You
to You (other than provision
subject to Our standard terms
and to other work and services

questions as to any other materials,
Our website that We think would be
acquire to assist in the planning,

We make no warranty or representation

- (a) any, or any particular
- part in any session(s)
- (b) We will carry out any
- additional to provide
- may expressly agreed

to provide appropriate advice and
nature of an online consultation
effectively any design or planning or
be progressed by that means. The
in each case depending on various

on if We will need to see in person
able to progress any matter. If Our
personnel for that purpose, We will
arrange an appointment to see You
premises. Any such meeting in
work carried out or services provided
Sale of any Paid Content) will be
applicable to in person appointments

13. Miscellaneous

Number of sessions needed
arrange with You in relation
[or subsequently] how many
agree otherwise, in order to
provide services to you under
Subscription (i.e. provision of
assist with Your project.

undertaking that:
that about as a result of You taking
any other Paid Content; or
any services for You other than or
Your Subscription, save as We
agreed.

in any session(s) that We agree to
possible to determine at the outset
required for any project. Unless We
effect, it will be necessary for Us to
separate from the contract for Your
will not be sufficient to enable Us to

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Period of a session: When We provide a consultation for You that We agree with You when

Punctuality: We expect You to be at the scheduled start time of the session

Missing a consultation session: If You miss a session for any reason it is solely Your responsibility. We will not provide a replacement session if necessary.

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any way interactive session, We will provide a consultation for You that We agree with You when (or any other period of time as described in the description).

We expect You to be at the session at least 5 minutes before the scheduled start time of the session so you are ready to start on time.

If You miss a session for any reason it is solely Your responsibility. We will not provide a replacement session if necessary. You must purchase an additional session if necessary.