



Raploch Urban Regeneration Company Ltd

Web Site Terms & Conditions – Final Version

Valid From: 28 February 2008

Last Review Date: 28 February 2008

Due for Review: 28 February 2011

(authorised by BTO on 06 February 2008)

From here on, Raploch Urban Regeneration Company LTD will be referred to as RURC.

## Index

|      |                                    |
|------|------------------------------------|
| 1.0  | Background to Terms and Conditions |
| 2.0  | Definitions                        |
| 3.0  | Intellectual Property              |
| 4.0  | Links to other Web Sites           |
| 5.0  | Links to this Web Site             |
| 6.0  | Privacy Policy                     |
| 7.0  | Availability of Web Site           |
| 8.0  | Limitation of Liability            |
| 9.0  | Accuracy of Information            |
| 10.0 | Computer Viruses                   |
| 11.0 | No Waiver                          |
| 12.0 | Previous Terms and Conditions      |
| 13.0 | Notices                            |
| 14.0 | Indemnity                          |
| 15.0 | Severability                       |
| 16.0 | Law and Jurisdiction               |
| 17.0 | Trademarks and Logos               |
| 18.0 | Disclaimer                         |
| 19.0 | Regulatory Information             |
| 20.0 | Contact Details                    |

## 1.0 Background to Terms and Conditions

This agreement applies between you, the user of this web site and RURC, the owner of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

## 2.0 Definitions

| Definition | Explanation   |
|------------|---|
| Content    | Any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;   |
| RURC       | Raploch Urban Regeneration Company Limited;   |
| Service    | Collectively any online facilities, tools, services or information that RURC makes available through the Web Site either now or in the future;  |
| System     | Any online communications infrastructure that RURC makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;   |
| User/s     | Any third party that accesses the Web Site and is not employed by RURC and acting in the course of their employment;  |
| Web Site   | The Web Site that you are currently using ( <a href="http://www.raploch.com">www.raploch.com</a> ) and any sub-domains of this site (e.g. <a href="http://www.raploch.com/raplochstory">www.raploch.com/raplochstory</a> ) unless expressly excluded by their own Terms and Conditions. |

## 3.0 Intellectual Property

The intellectual property rights (including but not limited to copyright and database rights) in this site are owned by, licensed or authorised to RURC, its assignees, licensees or sub-licensees thereof and the copyright in the text, artwork, graphics and images on the Web Site is owned by RURC or its licensors or its content or technology providers except where otherwise specified. Nothing in these terms and conditions transfers to you any rights of ownership of such intellectual property rights, or constitutes a licence to use such intellectual property rights other than to the extent expressly set out in these terms and conditions.

You may download to a local hard disk and print extracts from this web site for your personal use. You may also recopy downloaded extracts to others provided you do not do so for profit. However, reproduction of part or all of the contents in any form is prohibited unless for personal use. None of the content of this web site may be copied or otherwise incorporated into or stored in any other web site, electronic retrieval system, publication or other work in any form (whether hard copy, electronic or other). You may not modify, distribute or reproduce the contents of this website in any manner and for any other use without the prior written consent of RURC. You may not remove any product identification, copyright notices or other notices from RURC's materials or copies of RURC's materials on this site which you may have made or printed for your own personal use. For the avoidance of doubt, framing of this site or any part of it is not permitted without express permission.

Notwithstanding the above, caching of this site is permitted by an information service provider acting in the normal course of its business as provided for in the Electronic Commerce ( EC Directive) Regulations 2002. Any third-party product or company names and devices, logos, icons, graphics or designs referred to on the pages of the site are the trade marks of their respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trade mark owners and RURC intends no infringement of such marks. The appearance or absence of product, services, companies, organisations, home pages or other websites on the Site does not imply the endorsement, or non-endorsement, thereof by RURC. All rights not expressly granted are reserved by RURC

## **4.0 Links to other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of RURC or that of our affiliates. RURC makes no warranties, representations or undertakings about any content of any other web site referred to or accessed by hypertext link through this web site ("3rd party site"). RURC does not endorse or approve the content of any 3rd party site, nor will RURC have any liability in connection with any of them (including, but not limited to, liability arising out of any allegation that the content of any 3rd party site infringes any law or the rights of any person or entity).

## **5.0 Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.raploch.com](http://www.raploch.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of RURC. To find out more please contact us via:

Email: [raplochurcltd@stirling.gov.uk](mailto:raplochurcltd@stirling.gov.uk); or

Post: Raploch URC Ltd, Castle Business Park, Lomond Court, Stirling, FK9 4TU; or

Phone: 01786 431758.

## **6.0 Privacy Policy**

Use of this Web Site is also governed by our Privacy Policy which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click [here](#).

## **7.0 Availability of Web Site**

The Service is provided "as is" and on an "as available" basis. We do not warrant or represent that access to this site will be uninterrupted, reliable or fault free.

RURC accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

We reserve the right in our sole discretion to deny users access to our site or any part of it without notice and to decline to provide the service to any user that is in breach of these conditions.

## **8.0 Limitation of Liability**

To the fullest extent permitted by law RURC shall not be liable for damages arising out of or in connection with the use of this site, the information in it or the unavailability of the site or its content.

## **9.0 Accuracy of Information**

The Web Site could include technical inaccuracies or typographical errors. We have made reasonable efforts to ensure that it is accurate at the time of inclusion. However, like any printed material, it may be out of date at the time of access by the user. We shall not be liable for any error or omission in, or any failure to update, such information and any decisions based on the information are the sole responsibility of the user. RURC reserves the right at any time without notice to revise the contents of this site including these Conditions. Any changes to these Conditions will be posted on

this site and by continuing to use this site following any such change you will signify that you agree to be bound by the revised Conditions.

## **10.0 Computer Viruses**

RURC uses appropriate technical measures and will use its reasonable endeavours to ensure that neither the site nor its contents contain or assist the dissemination of viruses or malicious code. RURC recommends that you virus check all materials downloaded from the site before using them. You are also advised regularly to check your computer for the presence of viruses and malicious code. RURC excludes, to the fullest extent permitted by law, all liability (except liability for death or personal injury) for damage or loss caused by computer viruses or malicious code originating, or contracted, from this site or any third party sites.

## **11.0 No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **12.0 Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **13.0 Notices**

All notices / communications shall be given to us either by post or email to our premises (see addresses above in section 5.0). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## **14.0 Indemnity**

You agree to indemnify and do hereby indemnify RURC against all costs, expenses (which shall include but not be limited to reasonable legal costs and outlays), losses and damages arising from or incurred as a consequence of any claims or demands arising from or flowing from your breach of these terms.

## **15.0 Severability**

If any Court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, such provision shall be ineffective only to the extent of the Court's finding without in any way affecting the validity and enforceability of any remaining provisions.

## **16.0 Law and Jurisdiction**

These Terms and Conditions and the relationship between you and RURC shall be governed by and construed in accordance with the Law of Scotland and RURC and you agree to submit to the exclusive jurisdiction of the Courts of

Scotland. You are responsible for compliance with any applicable laws of the country from which you are accessing the site.

## **17.0 Trademarks and Logos**

This Web Site contains numerous trademarks and logos belonging to various organisations. No rights are granted in respect of any of the above trademarks and are used by permission of their respective owners.

## **18.0 Disclaimer**

RURC makes no warranty or representation that the web site will:

- meet your requirements;
- be of satisfactory quality,
- be fit for a particular purpose,
- not infringe the rights of third parties,
- be compatible with all systems,
- be secure and that
- all information provided will be accurate.

We make no guarantee of any specific results from the use of our Services. No part of this web site is intended to constitute advice and the content of this web site should not be relied upon when making any decisions or taking any action of any kind. No part of this web site is intended to constitute a contractual offer capable of acceptance.

## **19.0 Regulatory Information**

Raploch Urban Regeneration Company Limited, is a company limited by guarantee, company number SC303300 and a Scottish Charity, charity number SC037372, with its registered office at 48 St Vincent Street, Glasgow, G2 5HS.

The VAT registration number is 905307056

## **20.0 Contact Details**

Address: Raploch Urban Regeneration Company Ltd, Castle Business Park, Lomond Court, Stirling, FK9 4TU.

Phone: 01786 431758

Email: raplochurcltd@stirling.gov.uk