



Raploch Urban Regeneration Company Limited

Website Terms and 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 Limited and Raploch URC Landholdings Limited will be referred to as RURC.

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1.0 Background to Terms and Conditions

This agreement applies between you, the user of this website and RURC, the owner of this website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these Terms and Conditions, you should stop using the website 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 website.
RURC	Raploch Urban Regeneration Company Limited and Raploch URC Landholdings Limited.
Service	Collectively any online facilities, tools, services or information that RURC makes available through the website either now or in the future.
System	Any online communications infrastructure that RURC makes available through the website 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 website and is not employed by RURC and acting in the course of their employment.
Website	The website that you are currently using (www.raploch.com) and any sub-domains of this site (eg. www.raploch.com/raplochstory) 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 website 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 website 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 website may be copied or otherwise incorporated into or stored in any other website, 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 websites

This website 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 website referred to or accessed by hypertext link through this website ("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 website

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

Email: raplochurcltd@raploch.com or

Post:

Raploch URC Limited
Raploch Resource Centre
Glendevon Drive
Raploch
Stirling
FK8 1FB

or

Tel: 01786 477540.

6.0 Privacy Policy

Use of this website 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 website

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 website 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 website 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 website 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 website 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 website is intended to constitute advice and the content of this website should not be relied upon when making any decisions or taking any action of any kind. No part of this website 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 Raploch Resource Centre, Glendevon Drive, Raploch, Stirling FK8 1FB.

Raploch URC Landholdings Limited is a company limited by shares, company number SC301672 with its registered office at Raploch Resource Centre, Glendevon Drive, Raploch, Stirling FK8 1FB. It is a wholly owned subsidiary of Raploch Urban Regeneration Company Limited.

The companies form a VAT group with VAT registration number is 905307056.

20.0 Contact details

Address:
Raploch Urban Regeneration Company Limited
Raploch Resource Centre
Glendevon Drive
Raploch
Stirling
FK8 1FB

Tel: 01786 477540
Email: raplochurcltd@raploch.com



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Privacy Policy

Please [click here](#) to read our Privacy Policy.



Privacy Policy | T's and C's |

Raploch Urban Regeneration Company Limited, is a company limited by guarantee, company number SC303300 and a Scottish Charity, charity number SC037372. Raploch URC Landholdings Limited, is a company, registered under the Companies Acts, company number SC301672. The registered office of both companies is at Raploch Resource Centre, Glendevon Drive, Raploch, Stirling FK8 1FB.



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1.0 Background to Privacy Policy

This policy applies between you, the user of this website and RURC, the owner of this website. This policy applies to our use of any and all data collected by us in relation to your use of the website and any services or systems therein.

This website is operated by RURC. We are committed to protecting and respecting your privacy and complying with the Data Protection Act 1998. RURC is a data controller in terms of the 1998 Act. This statement sets out our Privacy Policy and explains what we do with the personal information that we collect from our users. Please read the following to understand our views and practices regarding personal information. If you have any questions or concerns regarding this statement, you should contact us using the details given at the end of this statement.

Please note that this policy applies only to the RURC website and not to the websites of other organisations to which we may provide links. We are not responsible for the privacy policies or practices of such third party sites and you should make your own enquiries in respect of them.

2.0 Definitions

Definition	Explanation
Account	Collectively the personal information and credentials used by users to access material and/or any communications system on the website.
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 website.
Cookie	Cookies are commonly used on the internet. They are small text files placed on your computer by RURC when you visit certain parts of this website. This allows us to identify recurring visitors and to analyse their browsing habits within the website. Where e-commerce facilities are provided. Further details are contained in section 11.0 of this policy.
Data	Collectively all information that you submit to the website. This includes, but is not limited to, account details and information submitted using any of our services or systems.
RURC	Raploch Urban Regeneration Company Limited and Raploch URC Landholdings Limited.
Service	Collectively any online facilities, tools, services or information that RURC makes available through the website either now or in the future.
System	Any online communications infrastructure that RURC makes available through the website 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 website and is not employed by RURC and acting in the course of their employment.
Website	The website that you are currently using (www.raploch.com) and any sub-domains of this site (eg. www.raploch.com/raplochstory) unless expressly excluded by their own terms and conditions.

3.0 Data collected

Without limitation, any of the following data MAY be collected:

- name;
- date of birth;
- gender;
- job title;
- profession;
- contact information such as email addresses and telephone numbers;
- demographic information such as post code, preferences and interests;

- IP address (automatically collected);
- web browser type and version (automatically collected);
- operating system (automatically collected);
- a list of URLs starting with a referring site, your activity on this website, and the site you exit to (automatically collected); and
- Cookie information (see section 12.0 below).

4.0 Our use of data

Any personal data you submit will be retained by RURC for as long as you use the services and systems provided on the website. Data that you may submit through any communications system that we may provide may be retained for a longer period.

All personal data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security, see section 9.0 below.

Any or all of the above data may be required by us from time to time in order to provide you with the best possible service and experience when using our website. Specifically, we may use data for the following reasons:

- internal record keeping;
- improvement of our products/services;
- transmission by email of promotional materials that may be of interest to you;
- contact for market research purposes that may be done using email, telephone, fax or mail. Such information may be used to customise or update the website.

We may share your personal information with third parties but only in the strictly limited circumstances set out below.

- We may supply your personal information to third parties (such as our internet service providers) who help us administer this website. These third parties must at all times provide the same levels of security for your personal information as Transvercia and, where required, are bound by a legal agreement to keep your personal information private, secure and to process it only on the specific instructions of RURC.
- We may also supply your personal information to government bodies and law enforcement agencies if: we are required to do so by the requirements of any applicable law; or if in our good faith judgment, such action is reasonably necessary to comply with legal process; to respond to any legal claims or actions; or to protect the rights of RURC, its customers and the public.
- RURC may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to certain personal data provided by users of this website. Any use for other purposes is strictly prohibited.

5.0 Changes of business ownership and control

RURC may, from time to time, expand, change or reduce its business and this may involve the sale of certain divisions or the transfer of control of certain divisions to other parties. Data provided by users will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this policy, be permitted to use the data for the purposes for which it was supplied by you.

In the event that any data submitted by users will be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

6.0 Controlling access to your data

Wherever you are required to submit data, you will be given options to restrict our use of that data. This may include the following:

- use of data for direct marketing purposes; and
- sharing data with third parties.

If at any time our site contains subscription mailing lists there will always be the option to remove you from the aforementioned list. Normally this, "unsubscribe" option will appear at the bottom of the most recently sent email newsletter.

7.0 Your right to withhold information

You may access certain areas of the website without providing any data at all. However, to use all services and systems available on the website you may be required to submit account information or other data.

You may restrict your internet browser's use of Cookies. For more information see section 12.0 below.

8.0 Accessing your own data

You have certain rights as a data subject under the Data Protection Act 1998 to request details and in certain circumstances a copy of the personal data which we hold about you. The law states that we may charge you a £10 fee for providing this information. If you would like a copy, please write to us at the address below and mark your envelope "personal information request". Should you discover any inaccuracies in such personal data, please notify us as soon as possible at the same address. We will then correct our records, and notify any third parties to whom such personal data may have been supplied.

9.0 Security

Data security is of great importance to RURC and to protect your data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected online.

The internet is inherently insecure. Personal data submitted by means of the Internet may be vulnerable to unauthorised access by third parties. Submission of personal data using the internet is at your own risk. We will take reasonable and appropriate technical measures to ensure that your personal data is stored in a secure manner. However we shall have no liability for disclosure of data due to errors in transmission or the fraudulent, negligent or other illegal acts of a third party, such as 'hacking'. Any transmission of personal information on or through the use of our website is at your own risk.

We would strongly recommend that you do not divulge your account username or password to anyone. Please always remember to log out of your account and close your browser window when you have finished using them. This ensures that others cannot access your personal data especially when using a shared, or public access computer terminal.

10.0 Transmission of data overseas

RURC will not transfer your personal data to a country outside the European Economic Area without your prior consent and without first having assessed the adequacy of protection for individual rights in respect of personal data available in that country.

11.0 Site statistics

We do gather non personal data regarding site visitors to our website. This is provided to use statistical information on visits to pages, number of online users, type of browsers being used to view the site, paths taken through the site and other general information. Under no circumstances can this be linked to a particular person.

12.0 Cookies

RURC may set and access cookies on your computer. A cookie is a small file that resides on your computer's hard drive and often contains an anonymous unique identifier and is accessible only by the website that placed it there, not any other sites.

You may delete cookies. However, if you delete them, you may lose any information that enables you to access the website more quickly. You can also choose to enable or disable cookies in your web browser.

By default, your browser will accept cookies; this can be altered. For further details please consult the help menu in your browser. Disabling cookies may prevent you from using the full range of services available on the website.

13.0 Changes to this policy

RURC reserves the right to change this Privacy Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the website and you are deemed to have accepted the terms of the Policy on your first use of the website following the alterations.

14.0 Contact details

Address:
Raploch Urban Regeneration Company Limited
Raploch Resource Centre
Glendevon Drive
Raploch
Stirling
FK8 1FB

Tel: 01786 477540

Email: raplochurcltd@raploch.com