Architectural Association Publications Limited Terms & Conditions of Use

Architectural Association Publications Limited is a wholly owned subsidiary of the Architectural Association (Inc.) (a registered (educational) charity No. 311083 and a company limited by guarantee, registered in England under No. 171402). The Architectural Association Publications Limited is a company registered in England under No. 02475416 with a registered office at 34-36 Bedford Square, London WC1B 3ES. VAT no. 564 4554 25.

Terms and Conditions

By using this website and/or by placing an order and confirming payment on the website of Architectural Association Publications Limited ("AAP") (www.aaschool.info/publications) (the "Site") you agree to contract with us in accordance with the following terms and conditions. These Terms incorporate the Privacy Statement. Please read these Terms carefully. By continuing to access and use the Site you are deemed to have understood and agreed to them. If you do not agree to these Terms or the Privacy Statement then please do not use this Site.

We do not represent that either this Site or its content are appropriate for use or are permitted by the laws of all countries. If you are resident in a country outside of the UK you use this website at your own risk.

THESE TERMS AND CONDITIONS DO NOT IN ANY WAY AFFECT YOUR STATUTORY RIGHTS

Material on the Site

All materials on the Site and other content (together the "Content") contained in this Site are the property of AAP or its licensors. The Content may not be used except as provided for in these Terms, without the written permission of AAP. Where Content published on the Site is supplied by third parties, you acknowledge and agree that we cannot control and do not purport to endorse such Content in any way.

Your Use of the Site

This Site and the services provided through it are for your personal use, except where explicitly noted. You may only make use of the Content to the extent necessary to allow you to use the Site and the services provided through it. Material on this site may be downloaded, viewed and printed for personal use. You may not modify, publish, or exploit the Site for personal gain. You may not remove watermarks or other data attached to any downloaded images or other materials. You agree that you will not damage, disable or impair the operation of this Site or attempt to gain unauthorised access to the Site or to networks connected to it, through hacking, spoofing or other such similar means. You shall not use the Site for any immoral or illegal purpose.

You agree that you will not use the goods available for purchase on this Site for any commercial or illegal purpose or for any other purpose prohibited by these Terms. You agree not to a) copy any of the goods; or b) rent or otherwise supply them to third parties. We shall not be liable for any loss or damage resulting from the illegal, incorrect or inappropriate use of the goods by you or anyone else whilst they are in your possession.

Accessibility

AAP is committed to providing an accessible website that gives members of the public and the AA community full access to information, programmes and activities offered through the Site. It is also committed to establishing a minimum accessibility standard for web pages. Click here for tips to make viewing this Site easier.

Copyright

The contents of this website are protected by <u>copyright</u>, database right, trade mark law and other international intellectual property rights. The owner of these rights is AAP except where otherwise explicitly noted.

Disclaimer

We present this Site, its Content, and any software products and services offered through it on an "as is" and "as available" basis. We make no representations or warranties of any kind with respect to this Site or its Content and exclude all other express or implied terms, conditions, warranties, or representations whatsoever with regard to any goods, information or service provided through the Site. We use reasonable efforts to include accurate and up to date information on the Site, to the fullest extent permitted by law. We do not assume any liability or responsibility for any errors or omissions in the Content of the Site. If you find inaccurate information, please notify the webmaster.

Where you have not purchased any goods from the Site, we will not be liable for loss or damage howsoever arising out of or in connection with your use of the Site. Where you have purchased goods, our total liability to you under this agreement for any losses suffered by you will be limited to the amount paid by you for the purchase of the goods. For the avoidance of doubt, the above limitations of liability do not apply in the case of death or personal injury caused by our negligence, or where we have acted fraudulently. We accept no liability for any indirect or consequential loss or damage, however caused, even if foreseeable (save that these limitations on our liability do not affect your non-excludable statutory rights as a consumer).

We do not make any warranty that the Site or its servers are free from viruses, worms, cancelbots, "Trojan Horses" or anything else that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Availability and Prices

All goods are offered for sale subject to availability. If, for any reason, we are unable to supply your order we will let you know as soon as we can. All prices are expressed inclusive of any VAT payable unless otherwise stated and include all packaging and delivery charges. All prices quoted on the website are in UK Pounds Sterling and we must receive payment in UK Pounds Sterling in full, including delivery charges, before an order is accepted. Customers are responsible for any applicable customs duties or taxes in their own country.

Ordering

You are responsible for ensuring the accuracy of your order and we shall supply you, subject to availability, with the quantity and specification of goods set out in your order. We will confirm your order by email.

Payment

Payment for goods ordered on the Site must be by credit or debit card. We do not offer credit facilities and are unable to deliver your order until payment is made in full.

AAP uses SSL encryption to protect the security of its transactions. AAP does not store credit or debit card information, or use it for any purpose other than for sales.

Delivery

It is your responsibility to select the relevant postage rate at the time of placing your order. AAP reserves the right to amend the rates and charge the correct postage fee in the event that the incorrect rate is selected and will notify you of these changes before your purchase is confirmed.

UK deliveries: from the time of placing your order, please allow 7 to 10 days for delivery. Deliveries are normally made by Second Class Royal Mail post.

Overseas deliveries: from placement of order, please allow 14 to 21 days for delivery in Europe. Deliveries to other parts of the world are generally delivered within 4 to 6 weeks, but can take up to 10 weeks to some destinations.

If a quicker method of delivery is required, please email AAP at publications@aaschool.ac.uk on the placement of your order and we will quote for an alternative method.

Claims for Non-Receipt of Goods

If orders are not received within the approximate delivery times given above, customers should contact AAP by email at publications@aaschool.ac.uk. Every effort will be made to track shipments and replacements will be sent after a reasonable lapse of time.

Cancellation and Refunds

Where you are a consumer, if for any reason you wish to cancel your order you must notify AAP by email at publications@aaschool.ac.uk and return the goods to AAP in original condition, together with the original invoice, within 30 days of your receipt of the goods. However, you do not have a right to cancel when you purchase audio or video recordings (CDs/ DVDs) where you unseal the audio or video recording. Returned goods should be sent by recorded delivery. AAP will refund the value of the goods in full (including initial delivery costs) within 30 days of receipt by AAP of the notification of your cancellation. We will not, however, refund you the delivery costs of sending the goods by recorded delivery to us. If you fail to return the goods to AAP as required after exercising your right of cancellation, AAP may charge you for the direct costs of recovering the goods.

Damaged Goods or Incorrect Deliveries

In the event that customers wish to return goods that are damaged, incomplete (i.e. missing pages from book), or incorrect, a complete refund for the goods and the post & packing charges will be provided. Goods should be returned with original packaging, if possible, within 30 days of your receipt of the goods.

Mistakes or Complaints

We will endeavour to rectify any mistakes in bills, receipts or managing of payments that you bring to our attention. All complaints will be acknowledged by AAP within 3 working days, along with notification of its resolution.

Privacy Statement, Password and Security

Where you must complete a registration process in connection with the Site you must provide current, complete and accurate information about yourself as prompted. We will process your personal information in accordance with our <u>Privacy Statement</u>. You are solely responsible for all use of and for protecting the confidentiality of any username, email verification and password used by you in connection with the Site. Please see our Privacy Statement for more information.

Linked Sites

We assume no responsibility and make no warranty for the contents or privacy practices of any other web sites to which the Site has links.

Consequences of your breach of these Terms

You acknowledge that should you breach these Terms, you will reimburse AAP for all reasonable costs, losses and expenses (including our lawyers' fees) incurred by us or by our affiliates or licensors, if they are incurred as a result of any breach by you of these Terms.

We reserve the right to suspend or terminate your access to this Site at any time on notice to you where you are in breach of these Terms.

Reservation of Our rights

AAP reserves the right to update these Terms at any time. When we do so, we will take all reasonable and appropriate steps to notify you of such changes, for example, by prominently displaying the amended version on the Site and by requiring you to agree to any amended terms when you purchase goods through this Site. These amended Terms will take effect from the time they are first published on the Site, and from then on will govern your use of the Site and any purchases you make. If you do not agree with the amended Terms, you should not use the Site.

You agree that we may assign any of our rights and/or transfer, sub-contract or delegate any of our obligations under these Terms. These Terms are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

Downloads

Certain files are available for download from the Site. These files are subject to these Terms.

Contact us

If you have any questions or comments about the Site please contact the webmaster.

Waiver and severance

Any failure or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that, or any other right or remedy. If any provision of these Terms is held to be invalid or unenforceable by any court or other competent authority, all other provisions will remain in full force and effect.

Entire Agreement

Save as otherwise expressly stated and in the case of fraud, these Terms (including the <u>Privacy Statement</u>) contain the entire agreement between AAP and you relating to your use of the Site and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us.

Legal Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England.