



<http://www.scots-titles.com>

Scottish Laird Terms, Conditions & Policies (Dunans Castle dated 20 July 2008)

1. By purchasing a title (see 3 below) from this website you are deemed to have accepted these terms.
2. "ScottishLaird.com", "ScottishLord.com" and all derivatives of "Dunans Castle" are to be used only with the express permission of the proprietors of Dunans Castle ("the proprietors"). The proprietors reserve the right to withhold their permission to use these terms as they hold the copyright to these terms exclusively. The proprietors also reserve the right to withdraw their permission for the use of the terms "Laird of Dunans Castle" or "Lady of Dunans Castle" at any time. The withdrawal of permission shall be occasioned only at the discretion of the proprietor
3. The term "title" on this website, and in all paperwork pertaining to this project, being the "ScottishLaird.com project", **refers to the informal Scottish practice of calling a landowner 'Laird' or 'Lady'**. (*see footnote [a.]*),)
4. The title "Laird of Dunans Castle" or "Lady of Dunans Castle" **shall be granted** under the laws of Scotland, (*they are not in a position to grant any form of Scottish titles*) and shall only pertain to the individual(s) whose name(s) is(are) entered on a valid deed of entitlement. As the title 'Laird' or the associated 'Lady' (in this context 'Lady' is specifically relating only to the **ownership of land**, (*you do not own the Land*) not anything else, nor any other type of title) only accrues to a person who owns land in Scotland, your title will relate specifically to one square foot of land set in the grounds of Dunans Castle, which **you will 'own' on an informal basis**, (*here is the crunch, see footnote [b]*) and will be referred to specifically in your Deed of Entitlement. This land will be identified by an ID number at Dunans on a plan derived from the deeds of Dunans. You will receive a plan of the site with the approximate position of '**your**' piece of land marked, this will be for illustrative purposes only. The exact position **of your square foot of land** (*see footnote [b.]*) will be derived from the ID number and relative to two permanent markers set out on site by Charles Dixon-Spain, Laird of Dunans Castle.
5. The proprietors reserve the right to refuse the sale of their titles if they believe that the title will be subject to multiple resale, other forms of monetization or has been paid for by a competitor. The *only* authorised seller of titles is ScottishLaird.com. An administration charge of £20 will be levied to cover expenses, as well as PayPal fees in these cases. We will refund remaining monies via PayPal. ScottishLaird.com reserves the right to report activities which infringe its copyright et al. to the relevant authorities, even in the case that the sale of a title has been refused. If a sale has been made and money accepted, and then ScottishLaird.com finds its products, trademarks, copyright

et al., have been infringed it will terminate the Laird and/or Lady's permission to use their title(s) and will not offer any refunds.

6. ScottishLaird.com will from time to time offer seasonally-based personalised 'extras' with their packages and these will be announced on the website. If your order qualifies for such an offer (ie. a Christmas Card from the Laird, or a Valentine's message), we undertake to email you with details, but please feel free to let us know if you have any special requ
7. Trees planted in honour of Lairds and Ladies, will not necessarily be planted upon the one square **foot of land owned by that Laird or Lady. (again the so called Laird or Lady does not own the Land [a.& b.]** The actual siting of the tree will depend upon the topographical, environmental and ecological considerations which pertain onsite. The planting of trees will take place only at the correct time of year and notification of planting will be sent to the laird or lady in question. ScottishLaird.com undertakes to identify each tree individually.
8. The Sponsorship of trees, whether native or exotic, **does not imply ownership of those trees nor the ground they stand upon. Nor do any rights over those trees accrue to the sponsor, (again, you do not own the Trees or the land)** other than the right to be identified as sponsor of those trees or tree.
9. All benefits for the *Slate*, *Stone* and *Marble* packages are subject to change and alteration without notice.
10. Upgrades to the *Marble* package may occasion the use of a *Deed of Relinquishment*. This document will allow ScottishLaird.com to issue adjacent plots of land to a laird and lady when one has already a plot of land. That original plot of land will be relinquished in favour of one of the adjacent plots. This relinquishment will be deemed to have been agreed to on purchase of the upgrade. All rights to the original plot will become void on purchase of the upgrade.
11. We reserve the right to update these **terms** at any time, and these terms as reproduced here are to augment and supersede **those terms** as sent to the individual Lairds and Ladies and referred to as **"the Deed of Entitlement"**.
12. All payment will be taken through Paypal, Paypal Virtual Terminal or Google Checkout, and all transactions will be subject to the terms and conditions relevant to each service.
13. If you are in any way dissatisfied with this product we offer a full no quibbles refund within 60 days inclusive a day of purchase (using Paypal). Thereafter no refunds can be offered. To qualify for a refund you must send the deed of entitlement back to us within the 60 days of purchase. We will not refund your postage & packing cost
14. Your privacy is paramount and will not be compromised in any fashion.
15. ScottishLaird.com does not and will not use your details in any way other than for official Laird of Dunans Castle business.
16. Any order which is not completed will be deleted from the system within 7 days. We reserve the right to email addresses entered on the system once to ascertain the reasons for a failed or incomplete transaction. If we do not receive any reply to this email we will delete all records of that email address from our systems.
17. When payment is taken over the telephone, via fax, or via email, using Paypal's direct credit card processing service, we will retain only the details of the transaction, *not* your credit card details. Your credit card details will be disposed of securely once the transaction has been processed. If you would prefer the convenience of having your credit card details retained for further

transactions, please use our online cart. If you have any queries regarding the disposal of credit card details, please contact us.

18. ScottishLaird.com does use cookies to ensure use of the site is as seamless as possible, however, we do not retain information from these cookies, nor does this information persist beyond your visit to our site. If you would like more information on cookies and their uses please contact us or visit the WordPress.org site which has detailed information on the applications which drive this website.
19. Unless an Urgency of 'Urgent' or 'Priority' is selected, all deed of entitlement packages will be sent out to new lairds or ladies within 7 days of being ordered. We cannot guarantee delivery any sooner than 28 days after your order has been made, however we do promise to do our best to get your deed to you as quickly as possible.
20. If an urgency of 'Urgent' is selected we will get the package out within a working day.
21. If an urgency of 'Priority' is selected we will get the package out within a working day for delivery the next day. We will also issue an electronic deed via email within a working day of receiving the order.
22. If you select the electronic version, it will be delivered, print-ready, to the email address you give us. If you do not receive your order within 24 hours, please contact us. The paper version of the deeds will follow in due course as per the abovenoted timescale.
23. We will only guarantee communications to us via our contact form, or via Paypal.com. AOL.com email addresses and some others have given ScottishLaird.com some problems with delivery both to and from our email address. Therefore if you do not receive a contact in a timely manner and you have an AOL.com address, please use our alternate address "scottishlaird at gmail dot com" or our contact form on this site. We will not be held responsible for missing or missed email communications.
24. We reserve the right to use anonymised comments as testimonials for the services that Scottish Laird offers.
25. It is to this page Lairds and Ladies should refer to for updates.
26. **This website and all its products are subject to the laws of Scotland.**
27. This website is copyright of Charles S. Dixon-Spain. All rights are reserved.
28. If you have any feedback on these terms and conditions, please do not hesitate to contact us.

Footnotes:

[a.] The purchase of land in Scotland is not sufficient, per se, to qualify anyone to legally use the title of Laird. The title 'Lord' is a Peerage Title or the courtesy title of a Scottish Law Lord and although it is true to say that the word Laird does derive from Lavert, which is the same root as the word Lord, a genuinely recognised Laird, is a member of the Nobilitas Minora, whereas those who are legally entitled to call themselves Lord, belong to the Nobilitas Majora, or the Peerage. The two terms are certainly not interchangeable.

A Lairdship is, in itself, a title which is linked to the Land, but for it to become a title and part of the name of the individual who owns the land, it is necessary to petition Scotland's supreme herald, the Lord Lyon King of Arms, for the title to be officially recognised in

this case, “of Dunans Castle” likewise you can have only one Laird of any estate not multiples with the same designation.

[b.] The Land Registration (Scotland) Act 1979 Section 4(1)(b) states that the keeper of the Land Register will not accept an application to register the transfer of ownership of land if it relates to a souvenir plot, i.e. “a piece of land of inconsiderable size or no practical utility”. The Act also states that it is not possible to legally buy such small pieces of land as the keeper of the Scottish Land Register will not accept an application to register ownership thereof.