

## **ACA DISPATCH & RETURNS POLICY AND TERMS & CONDITIONS OF BUSINESS:**

The Association of Consultant Architects (ACA) will accept returns and exchanges from Bookshops and Bookshop Agents only. Returns should be notified within 30 days of initial order with a money back guarantee if the return or exchange is because the supplied Publications were damaged or the order incorrectly supplied by the ACA. Publications returned must be received in the same condition for a refund to be given.

Anyone other than Bookshops can return Publications ordered only if they are damaged or incorrectly supplied by the ACA. In these circumstances a full refund will be given.

### **The returns policy below should be followed by anyone, including Bookshops and Bookshop Agents:**

1. Inform us by e-mail [pubs@acarchitects.co.uk](mailto:pubs@acarchitects.co.uk) or telephone +44 (0)20 8466 9079 (if you get the ansaphone - we will return your call as soon as possible within working hours 09:30 and 17:00 Mondays to Fridays) of your desire to return or exchange the item(s) purchased from us.
2. Obtain by return e-mail or post, a Returns Authorisation Form.
3. When you have received the Returns Authorisation Form send the item(s) in the original packaging, including the receipt or invoice sent to you when the publication was delivered, and send it back to

ACA Returns  
60 Godwin Road  
Bromley  
Kent  
BR2 9LQ  
UK

4. Ensure this is received by us within 14 days of delivery by post.

Please note that we will only refund postage and packaging costs if the return is a result of our error.

This returns policy forms part of your terms and conditions as printed below and is in addition to your statutory rights, which remain unaffected.

## **TERMS AND CONDITIONS OF BUSINESS**

### **1. About these Terms and Conditions**

In these terms and conditions "we" and "us" means The Association of Consultant Architects Ltd and "you" means you the customer. In these terms and conditions words spelt with initial capital letters are defined terms. These terms and conditions together with your Order constitute the Contract between us and you for the supply of Publications. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

### **2. Placing Your Order**

- 2.1 To place an Order you must be 18 years of age or over.

2.2 You may place an Order by following the ordering process to be found on the ACA website or the PPC2000 website 'Publication Order Form' and clicking on the "Submit Order" button, or by sending an Order with payment (including payment for post and packing) by post to ACA, 60 Godwin Road, Bromley, Kent. BR2 9LQ U.K.

2.3 When you place your Order by email, we will issue you with an Order Confirmation by email; if you send an order by post or by fax, we will supply the goods under invoice if you have an agreed account with the ACA, if you do not have an account ACA will e-mail you with the Order Confirmation or it will be posted or faxed to you, depending upon what information you have supplied; Orders made by telephone will be treated in a similar manner as post/faxed orders.

2.4 By placing an Order, you make an offer to us to purchase the Publications you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

2.5 If we cannot accept your Order we will contact you by email or telephone.

2.6 Information contained on the ACA and PPC2000 websites constitutes an invitation to treat. No such information constitutes an offer by us to supply any Publications.

### **3. Supply of Your Publications**

Subject to these terms and conditions, we will supply to you the Publications indicated on your Order Confirmation.

### **4. Prices**

4.1 The price for the Publications will be the price indicated on your Order Confirmation.

4.2 VAT is payable by you at the applicable rate as indicated on your Order Confirmation.

4.3 Delivery costs are payable by you as indicated on your Order Confirmation.

### **5. Paying for Your Publications**

5.1 You may pay for your Publications by the methods of payment as may be displayed on the payment section of the ACA and PPC2000 websites from time to time.

5.2 You must pay in pounds sterling as indicated on your Invoice.

5.3 If you are paying by credit card, then you must supply your credit card details when you place your Order.

### **6. Delivery of Your Publications**

6.1 Unless otherwise agreed by us, we will deliver your Publications to the billing address supplied to us when you made your Order.

6.2 We will use our reasonable endeavours to deliver your Publications to you within 7 days of the date of issue of your Order Confirmation. If we are unable to deliver

your Publications to you within 30 days of the date of issue of your Order Confirmation, you will have the option to cancel your Order. Any claims relating to non-receipt must be notified to us within 1 month.

6.3 Title to and risk in your Publications will pass to you on delivery.

## **7. Your Right to Return the Publications**

7.1 If the Publication you have purchased from us has been sent in error or is damaged upon receipt, you may return the Publication to us and obtain a refund of the price of the Publication returned if you contact us within 14 Working Days of delivery of the Publication to you.

7.2 In order to exercise your option to return a Publication you are not satisfied with, you must e-mail [pubs@acarchitects.co.uk](mailto:pubs@acarchitects.co.uk) or telephone us on +44 (0)20 325 1402 (if ansaphone - we will return your call as soon as possible within working hours 09:30 and 17:00 Mondays to Fridays), to make arrangements for return of the Publication/s to ACA, 60 Godwin Road, Bromley, Kent. BR2 9LQ. We will send you Return Authorisation Documentation.

7.3 We will refund the price paid for the Publications you have returned less the carriers charges for returning the Publications (an amount equal to the freight charge you paid for delivery of the Publications to you), unless the refund has been requested because of our error in supply or if the Publications have arrived damaged.

## **8. Our Liability**

8.1 If you are a Consumer, nothing in the Contract shall limit or exclude our liability for breach of any term implied by statute. If you are not a Consumer:

8.1.1 these terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Publications and performance of the Services;

8.1.2 there are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract; and

8.1.3 any warranty, condition or other term concerning the Publications or Services which might otherwise be implied into or incorporated in the Contract by statute, common law or otherwise (including without limitation any implied term as to quality or fitness for purpose) is hereby expressly excluded.

8.2 Nothing in the Contract shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud.

8.3 Subject to Conditions 8.1 and 8.2, we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

8.4 Subject to Conditions 8.1, 8.2 and 8.3 our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Publication(s) in question.

## **9. Contacting The Association of Consultant Architects Ltd**

You can contact us : 8466 9079 (ansaphone - we will return your call as soon as possible within working hours 09:30 and 17:00 Mondays to Fridays, excluding UK public holidays and December 24th to 31st.)

by post to Association of Consultant Architects Ltd, 60 Godwin Road, Bromley, Kent. BR2 9LQ

When contacting us you must quote your Customer Order or Invoice Number.

## **10. Export Control**

You agree to comply with all Export Laws. You agree (i) not to export any Publication to any country in contravention of any Export Law, and (ii) not to export any Publication to any country for which an export licence or other governmental approval is required, without first obtaining all necessary licences or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the Publications is prohibited by any Export Law.

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***Registered address: 60 Godwin Road, Bromley, Kent. BR2 9LQ***

***VAT registration number GB 358 0554 44***