

STA Website – Document Library

Terms and Conditions of use - October 2021

Please read these terms and conditions carefully before you access our online library and make use of our publications.

1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide you with access to, and use of, the range of documents (including our advice notes, guidance product papers and technical notes) that we make available in our online library (each a '**publication**'). These terms apply to all users who access, download and/or make use of a publication, including both members and registered users of our online library.
- 1.2 **Why you should read them.** Please read these terms carefully before you access our library and make use of or download a publication. These terms tell you who we are, how we will provide a publication to you, how we may update these documents, what to do if there is a problem and other important information. **Please pay particular attention to the disclaimers and the limitation of liability at clause 10 .**
- 1.3 **How and when these terms apply to you.** These terms apply to you if you access our library and make use of our publications. References to "**you**" and "**your**" are references to you as an individual user of the online library and its publications and, if applicable, to your employer, where you are using the online library and its publications in the course of your employment. You can access our library either as a member (where you are an individual or organisation who has the benefit of a paid membership and you have registered on our site with certain log-in credentials), or as a registered user (where you are an individual visitor to our site and have registered with an email address to gain access to our collection of free publications). If you think that there is a mistake in these terms, please contact us to discuss. If you are a member you should also read the Rules of Membership. Please note that a version of the STA Rules of Membership is available via the STA website at the following url: <https://www.structuraltimber.co.uk/assets/library/starulesofmembershipe2019.pdf> - which apply to you and the organisation who provided you with your membership. These terms remain subject to the Rules of Membership.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are the Structural Timber Association Limited ('we', 'us', 'our' in these terms). We are registered in England and Wales under company number 03862401 and with our registered office at Morris Owen, 43-45 Devizes Road, Swindon, SN1 4BG. Our VAT number is 783664487.
- 2.2 **How to contact us.** You can contact us by emailing at office@structuraltimber.co.uk
- 2.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address provided to us for you (or we may contact you by telephone or by writing to you at a postal address based on the information we have on file for you).

3 BY ACCESSING OUR LIBRARY YOU ACCEPT THESE TERMS

- 3.1 By registering to use and by accessing our library to make use of our publications (whether as a member or a registered user), you confirm on behalf of yourself and, if applicable, on behalf of your employer, that you accept these library terms and conditions and that you agree to comply with them at all times.

3.2 If you do not agree to these terms, you must not access our library.

4 ACCESS TO OUR LIBRARY

4.1 **For members.** Access to our online document library is provided as part of your membership with us, which is also subject to the Rules of Membership that apply to your membership.

4.2 **For registered users.** We have made some publications from within our online document library freely downloadable to individuals who register as non-members and visitors to our website.

4.3 **Different levels of access.** The level of access you have to our online document library will be determined by whether you are a member or a registered user. Some of our publications will only be accessible by members. If you are interested in becoming a member, please see the information on our website relating to member benefits and fees at <https://www.structuraltimber.co.uk/members/benefits> <https://www.structuraltimber.co.uk/members/member-fees>

4.4 **When we will provide our publications.** We will make our publications available for download by you as soon as we have collected the necessary details from you (be that as member or a registered user).

4.5 **We only offer our publications to individuals and businesses within the UK.** Our publications are designed for being accessed and used within the UK. We shall not be liable if any of the information contained within a publication does not reflect or comply with the laws (including building and construction laws, regulations and codes of practice) applying in the place where you access and/or use that publication.

4.6 **What will happen if you do not give us the information we require.** We may need certain information from you so that we can provide you with the relevant level of access to our library. We will request this information from you prior to providing you with this access to our library. If you do not give us this information at the time we are processing your request, or within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we will not be able provide you with the access you request. In such circumstances, we will not be responsible for your lack of access to our library (or the publications contained within it), or for supplying any publication to you late.

5 WHO SHOULD USE THE INFORMATION IN A PUBLICATION

5.1 We are trade association who as part of our work produce publications for the structural timber industry in the UK. By accessing, and/or downloading a publication, **you agree that the information contained within that publication will only be used and acted on by suitably qualified professionals in the UK and inter alia [among other things] to other information available**

6 OUR RIGHTS TO MAKE CHANGES

6.1 **Changes to a publication.** We may change the content of a publication at any time in order to:

- a) reflect changes in any relevant laws and/or regulatory requirements; and
- b) implement any adjustments and/or improvements, for example to update a publication to reflect changes in best practice or industry standards.

7 YOUR RIGHTS TO END THE ACCESS TO OUR PUBLICATIONS

7.1 **If you are a member.** Please refer to the Rules of Membership.

8 OUR RIGHTS TO SUSPEND OR END YOUR ACCESS TO OUR LIBRARY OR OUR



PUBLICATIONS

- 8.1 **Reasons we may suspend access to our library or a publication.** We may have to suspend access to our library and/or the supply of a publication to:
- a) deal with technical problems and/or make minor technical changes; or
 - b) make relevant updates to a publication to reflect changes in relevant laws, regulatory requirements and/or industry standards.
- 8.2 **If you are a member, we may also suspend access to our library where membership is required, if your membership lapses.** If your membership fee is not paid in line with the Rules of Membership, we may suspend access to those publications which require membership until the outstanding membership fee has been paid to us. You should see the Rules of Membership for more information.
- 8.3 **We may prevent you accessing our library or a publication.** We may prevent you accessing our library or a publication if you:
- a) breach these terms;
 - b) are a member and in respect of your membership we do not receive a payment when it is due and in line with our Rules of Membership; or
 - c) are a member or a registered user and you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with the relevant access.
- 8.4 **Access denied due to events outside of our control.** Access to our library and/or a publication may be prevented by events outside of our control. In such circumstances we will always try to give you reasonable notice of any suspension or withdrawal, but in such circumstances we shall not be liable to you for any period the library and/or a publication is not available.
- 8.5 **We may withdraw any of our publications at any time.** We will provide notice of any withdrawal on the website

9 IF THERE IS A PROBLEM WITH A PUBLICATION

- 9.1 **How to tell us about problems.** If you have any questions or complaints about a publication, please contact us at: office@structuraltimber.co.uk

10 DISCLAIMERS AND OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

IT IS IMPORTANT YOU READ AND UNDERSTAND THE FOLLOWING TERMS BEFORE DOWNLOADING AND/OR USING ANY PUBLICATION. THESE TERMS CLARIFY THE LIMIT OF OUR RESPONSIBILITIES TO YOU AND SET OUT YOUR RESPONSIBILITIES TO US WHEN YOU ACCESS OUR LIBRARY AND MAKE USE OF A PUBLICATION.

- 10.1 **Nothing in these terms shall limit or exclude our liability for:**
- a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation; or
 - c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 10.2 **As an individual accessing our library, either as a member or a registered user, you acknowledge and agree on behalf of yourself and your employer that:**

- a) the information contained within a publication is provided by us as industry insight and/or for general information purposes only and has not been prepared to meet your individual requirements nor the requirements of any particular construction project and that it is your responsibility to ensure that the construction materials, techniques and processes are suitable for that particular construction project;
- b) the information contained within a publication is not intended to amount to, nor should it be relied upon as, formal advice or guidance (including from any qualified professional); and that it is only to be used and acted on by suitably qualified individuals and should be used inter alia with other information available;
- c) the information contained within a publication is not to be used as a substitute for obtaining suitable independent, professional, qualified and/or specialist advice; and if you are not a suitably qualified professional (i.e. a structural engineer and/or architect), you must obtain your own independent, specialist advice from a qualified professional for any construction project;
- d) although we endeavour to use reasonable skill and care in writing our publications, we do not represent, warrant, or guarantee that the content of a publication is accurate, complete, useful, up-to-date, fit for a particular purpose or of satisfactory quality, and all other representations or warranties, express or implied, are excluded; and
- e) where a publication contains information provided by a third party, including any link to a third party website, we are not responsible for the taking of, or the refraining from, any action on the basis of such third party content and do not accept liability for any loss or damage arising from the use of such third party content.

10.3 **Subject to clause 10.1, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:**

- a) **loss of profits;**
- b) **loss of sales, business, revenue;**
- c) **loss due to any business interruption;**
- d) **loss of anticipated savings;**
- e) **loss of business opportunity, goodwill or reputation; or**
- f) **any indirect, special or consequential loss or damage.**

11 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

11.1 **How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

12 **OTHER IMPORTANT TERMS**

12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the



paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 12.4 **This is the entire agreement for use of the online library.** These terms and the disclaimers in the publications constitute the entire agreement between you and us and supersede all previous agreements, promises, assurances, warranties, representations and understandings between you and us relating to your use of the online library and the publications. In entering into the terms, you agree that you do not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms or the disclaimers in the publications.
- 12.5 **Even if we delay in enforcing these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you are a member and the business who provided you with your membership misses a payment and we do not chase that business, but we continue to provide you with access to our publications, we can still require that business to make the payment at a later date.
- 12.6 **Which laws apply to these terms and conditions where you may bring legal proceedings.** These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the terms or their subject matter or formation.

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