

Draft Terms and Conditions for eDevelopment.scot

1. Definitions

- 1.1 Website – means this website eDevelopment.scot
- 1.2 Operators, our, us and we – means the Scottish Ministers and the iDOX Group.
- 1.3 Service(s) – means the services we provide to users through the website; that is, the facility to create and edit electronic building standards forms and submissions and planning applications and appeals, to send those forms to the relevant authority, to download copies of the forms, and information on associated Support Desk services.
- 1.4 User, you and your – means any registered user of the website.
- 1.5 DPL – means Data Protection legislation.

2. Governing law

- 2.1 These terms and conditions are governed by Scots law and any disputes will be dealt with in the Scottish courts.

3. Access

- 3.1 The Services may only be accessed by registered users. The Operators may revoke the registration of any user who fails to comply with these terms and conditions.

4. Using the website

- 4.1 You must not upload any information to the website which contains viruses or is defamatory or is otherwise unlawful, malicious, abusive, frivolous, or inappropriate.
- 4.2 You cannot amend planning or building standards submissions in any way once you have sent them to the relevant authority.

5. Your information

- 5.1 The following information may be treated as personal data within the meaning of DPL:
 - * Your account details
 - * Submission forms
- 5.2 The information you provide in registering for the Service will be used to enable you to fully use the website and the Services.
- 5.3 You will be asked periodically to confirm that your account details are correct and your personal information is up to date. If you do not review and confirm your account details in a 12 month period, you will be prompted by email and on the website in banners and/or pop-up windows on the log-in screen to do so. We will operate a grace period of 6 months to allow you to do this, but failure to do so within this timeframe after receiving further reminders will result in your account being de-registered.

- 5.4 You can update or confirm your account information at any time by logging in to your account on the website and accessing the 'My Account' page.
- 5.5 Should you wish to de-register from the service you can do so at any time from the 'My Account' page. Please note that once de-registered, your account and any information that it holds will be permanently deleted. If after leaving the service, you wish to re-register you are able to do so at any time.
- 5.6 Professional users who are a member of an organisation established on the website, should note that their organisation will be deleted if no user within that organisation logs on to the website for 2 years.
- 5.7 Further information about the data that you provide to the website, how this data is used, and your rights can be viewed in our Privacy Notice (a link will be provided to the privacy notice)

6. Building Standards Submissions, Planning Applications and Appeals

- 6.1 Submissions sent using the website will be sent to the appropriate local and/or planning authority, or in the instance of appeals, to the Planning and Environmental Appeals Division (DPEA).
- 6.2 All submissions made through the ePlanning and eBuildingStandards portals will be retained for a period of 90 days from the date the forms are sent by the service to the appropriate authority. After this period, they will be permanently deleted.
- 6.3 You can store applications in draft on the website and these will be retained in our database. However, draft applications that have not been accessed or edited in a 12 month period will be permanently deleted. You may amend or delete draft submissions at any time by accessing them through the 'My Proposals' page of the website after logging in.
- 6.4 The identified authority will be in charge of your personal information when they receive your submission, and they will become the data controller from this point. For details as to how the authority may handle your information, please see the authority's website or contact the authority direct.
- 6.5 You cannot amend submission forms that you have already submitted to authorities in using this website. Please contact the authority for details on providing revised or new information relating to the submission form sent in through this website.

7. Limitation of liability

- 7.1 The service will not check the accuracy and completeness of any submissions that you make. You are responsible for any errors in the forms you submit.
- 7.2 We reserve the right to withdraw access (all or partly) to the website or the Services at any time without giving notice. This does not affect the information already entered into the portal or submissions already made via the website to local and/or planning authorities or the DPEA.

- 7.3 We are not liable for any delays, interruptions, mistakes or failures in providing the services which are not within our reasonable control, including natural disasters, failure or interruption of electrical power, industrial action, industrial disputes, breakdown or other malfunctions of your or our telephone or other technical equipment, including information-technology software.
- 7.4 To the extent permitted by law, we will not be liable for any direct, incidental, consequential, indirect or punitive damages (those intended as a punishment) or any other losses, costs, expenses or damage of any kind (except for personal injury or death) claimed to have arisen as a result of using this website or as a result of the services not being available, not working or malfunctioning.
- 7.5 We will do our best to assist you in preparing and making your submissions, but advise that information provided on the website or by our Support Desk is not legal or professional advice, and should not be construed as such.
- 7.6 We are not responsible for the content or availability of other websites to which you may be directed by following a hyperlink.

8. Copyright

- 8.1 The material featured on the website, apart from that you generate in making submissions, is covered by Crown copyright unless otherwise stated. You can copy Crown copyright material (other than the Royal Arms and departmental or agency logos) free of charge in any format or medium as long as you do so accurately and do not use it in a misleading context. If you do copy any of the Crown copyright items on this site, you must acknowledge the source of the material and the copyright status.