

WEBSITE TERMS OF USE

Version number: 1.0

Effective date: 18th September 2023

1. Introduction

- 1.1 We are “Kerry Lindsell – Fine Art”. Our contact information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They replace any previous versions. Please print or save these terms for future use as we cannot guarantee that they will remain accessible on our website in future. They are available in English only.
- 1.3 These terms and conditions are a contract between you and us covering use of our website. Commissioned work and the sale of merchandise via our website is subject to separate terms and conditions.
- 1.4 Where we refer to “Consumer” below we mean an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.

2. Changing these terms and conditions

- 2.1 We may change these terms and conditions by posting the revised version on our website at any time. Please check our website from time to time. You will be bound by the new terms if you continue to use our website after the effective date shown.

3. Things you can’t do on our site

- 3.1 You agree not to do any of the following in connection with our website:
 - break the law or infringe anyone else’s rights;
 - send, store, display or link to unlawful, infringing or otherwise inappropriate content;
 - use our website to help you compete with us or to infringe our rights;
 - disrupt our website, e.g., spam, viruses or phishing;
 - interfere with or damage our website or gain unauthorised access to any part of our system, data, passwords or otherwise;
 - intercept or modify communications;
 - impose an unreasonable load on our website;
 - get around any security features including those designed to stop copying of content; or
 - attempt, encourage or assist any of the above.

4. Content on our site

- 4.1 We do not guarantee that any general guidance or similar information that we may make available on our website is accurate or up to date or relevant to you. You rely on it at your own risk.
- 4.2 We are allowed (without telling you) to reject, suspend, alter, remove or delete content for any reason and to disclose to the police or other relevant authorities or to a complainant any content or behaviour provided we are legally permitted to do so.

5. Other peoples’ services / advertising / websites

- 5.1 We may display other peoples' services, advertising and /or links to other websites. We do not recommend or endorse, nor are we legally responsible for, any of these. You use them at your own risk.
- 6. Restrictions on our legal responsibility – very important**
- 6.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our officers, employees and agents, who have the right to enforce this agreement.
- 6.2 *If you are a Consumer*, subject to the above we are not responsible for any loss or damage where:
- there is no breach of a legal duty owed to you by us;
 - such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
 - (and to the extent that) such loss or damage is your fault, for example by not complying with this agreement; or
 - such loss or damage relates to a business.
- 6.3 *If you are a Consumer*, you will be responsible to us for any reasonably foreseeable loss or damage we suffer (including claims made by other people) resulting from your breach of this agreement.
- 6.4 *The following clauses apply only if you are a business*:
- To the fullest extent allowed by law, you and we exclude all terms, conditions, warranties and representations howsoever arising, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
 - Subject to the first paragraph in this section (“Nothing in this agreement...”), we shall under no circumstances whatever be liable under or in connection with this agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any:
 - loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings; or harm to reputation or loss of goodwill; or
 - indirect, consequential or special losses.
 - You agree to indemnify us against all claims and liabilities arising out of or in connection with your use of the website and/or breach of this agreement.
- 7. Intellectual property rights (IP)**
- 7.1 We or our suppliers, partners or other users own the IP in all material used on or in connection with our website. You may view such material on your device for your private personal, non-commercial and (if you are a business) your internal business use only. You must not otherwise use such material including by copying, publishing, selling or altering it, taking extracts from it or passing it on to other people unless we give you clear, written permission.
- 7.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any information on our website without our specific prior written consent.

8. If our website doesn't work properly

- 8.1 We do not guarantee that our website will be uninterrupted or error-free and we are not responsible for any losses arising from such errors or interruptions. We are allowed, without notice and without liability (a) to suspend the website for repair, maintenance, improvement or other technical reason and (b) to make changes to our website.

9. Things we can't control

- 9.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

10. Your personal information – see our privacy policy

- 10.1 You agree that we can deal with your personal information in accordance with our [Privacy Policy](#) which may change from time to time.

11. English law and courts

- 11.1 These terms and conditions are covered by English law and any disputes will be decided only by the courts of the United Kingdom. If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a Consumer to rely on such mandatory provisions of local law.

12. General but important information

- 12.1 We may send all notices under this agreement by email to the most recent email address you have given us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement will still apply. If either of us overlooks any breach of this agreement by the other, it can still be actioned later. We may transfer this agreement to someone else but this will not affect your rights or obligations. A person who is not a party to this agreement can't enforce it unless the agreement says otherwise.

13. Information about us

- 13.1 Name: Kerry Lindsell trading as "Kerry Lindsell – Fine Art"
13.2 Business address: 9 Braeval, Aberfoyle, Stirling FK8 3UY, UK
13.3 Contact email address: kalindsell@gmail.com
13.4 Other contact information: See our website/contact page