



# Russ Proctor Fine Art

## [www.rpfineart.com](http://www.rpfineart.com)

### Terms and Conditions of Website Use

Please read these terms and conditions carefully before using this site.

#### **MAKING CONTACT**

This site <http://www.rpfineart.com> is operated by Russ Proctor Fine Art. ("The Site Owner")

from 5 Cope Court, Swineshead, Lincolnshire, PE20 3JX, England.

To make contact, please write via email at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com),

via the message facility contained within <https://www.rpfineart.com/contact>,

or by post to: 5 Cope Court, Swineshead, Lincolnshire, PE20 3JX, England.

#### **BY USING THIS SITE, YOU ACCEPT THESE TERMS**

By using this site, you confirm that you have accepted these terms of use and that you agree to comply with and adhere to them. You must not use this site if you do not agree to these terms. By using this site, you accept that you must be at least 18 years of age. If you are under 18 years of age, you confirm that you have obtained the consent of your parent or legal guardian, who accepts these terms on your behalf, and they guarantee that you will comply with the terms whilst using this site. You should print a copy of these terms for future reference.

#### **OTHER TERMS MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of this site:

The site's Privacy Policy sets out the terms on which personal data is processed and collected from you or that you provide. By using this site, you consent to such processing and warrant that all data you provide is accurate.

If you purchase goods or services from this site, This site's 'Terms and Conditions of Sale' will apply to the sales. By purchasing goods or services from this site, you acknowledge that you must be at least 18 years of age. If you are under the age of 18, please confirm that your parent or guardian has read, and agrees to the 'Terms and

Conditions of Use, 'Terms and Conditions of Sale' and 'Privacy Policy' before proceeding.

#### **CHANGES MAY BE MADE TO THESE TERMS BY THE SITE OWNER**

Amends or updates to these terms may be made from time to time. Every time you wish to use this site, please check these terms to ensure you understand the terms that apply at that time.



## **CHANGES MAY BE MADE TO THE SITE BY THE SITE OWNER**

Updates and changes to this site may be made to reflect changes to current products, users' needs, and business priorities.

## **THIS SITE MAY BE SUSPENDED OR WITHDRAWN BY THE SITE OWNER**

This site is made available free of charge.

It is not guaranteed that this site, nor any content, will always be available or uninterrupted. This site may be suspended, withdrawn, or access restricted to the availability of all or any part of this site for business and operational reasons. The Site Owner will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access this site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **HOW YOU MAY USE MATERIAL ON THIS SITE**

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If you are the owner of a logo that appears on this website and take exception to see it here, please do contact Russ Proctor Fine Art right away for its immediate removal. After we have confirmed that the request is genuine, we are happy to remove the logo from this website without delay. [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com)

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items, or purposes, but not limited to, such as calendars, mugs, or textiles

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### **DO NOT RELY ON THE INFORMATION ON THIS SITE**

The content on this site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from any action based on the content on this site.

Although reasonable efforts are made to update the information on this site and to comply with current UK legislation or information, I make no representations, warranties or guarantees, whether express or implied, that the content on this site is accurate, complete, or up-to-date.

### **THE SITE OWNER IS NOT RESPONSIBLE FOR WEBSITE LINKS**

Where this site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as The Site Owner's approval of those linked websites or information you may obtain from them. The Site Owner has no control over the contents of those sites or resources.

### **USER-GENERATED CONTENT IS NOT APPROVED BY THE SITE OWNER**

This website may include information and materials other site users upload, including social media and blogs. This Information and these materials have not been verified or approved by The Site Owner. The views expressed by other users on this site do not represent the views or values of The Site Owner.

If you wish to complain about information and materials uploaded by other users, please contact The Site Owner, Russ Proctor, at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com).

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Whether you are a consumer or a business user:

- Liability is not excluded or limited in any way to you where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence of The Site Owner or the negligence of their employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in this site's 'Terms and Conditions of Sale', found at <https://www.rpfineart.com/contact>.

If you are a business user:

- The Site Owner excludes all implied conditions, warranties, representations or other terms that may apply to this site or any content therein.
- The Site Owner will not be liable to you for any loss or damage, whether in contract, in the courts (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, this site; or



- use of or reliance on any content displayed on this site.

In particular, The Site Owner will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any Indirect or consequential loss or damage.

If you are a consumer user:

Please note that The Site Owner only provides the site for domestic and private use. You agree not to use this site for any commercial or business purposes. As such, The Site Owner has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **UPLOADING CONTENT TO THIS SITE**

Whenever you use a feature that allows you to upload content to this site or contact other site users, you must comply with an acceptable standard of use, which considers all other site users. You are responsible for notifying The Site Owner immediately if you become aware of any unauthorised use of this site, either by yourself or via a third party. It would help if you were to tell The Site Owner using any of the prescribed contact methods provided within this Agreement.

The Site Owner reserves the right to consider what is and is not an acceptable standard of use for this site. Factors which are likely to be regarded as an unacceptable standard of use may be but are not limited to, the following:-

- Providing any information you know or might reasonably expect to know is untrue, inaccurate, incomplete or outdated.
- Impersonation of another user or a third party other than your identity.
- Transmitting, posting, loading, storing or creating any material through this site which is considered illegal, defamatory, abusive, threatening, harmful, fraudulent, invasive of privacy, racist, sexist or content that breaches the intellectual property rights of any party.

You warrant that any such contribution does comply with those standards, and you will be liable to The Site Owner and indemnify The Site Owner for any breach of that warranty.

This means you will be responsible for any loss or damage The Site Owner suffers due to your breach of warranty.

Any content you upload to this site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant The Site Owner and other site users a limited licence to use, store and copy that content and distribute and make it available to third parties.

The Site Owner also has the right to disclose your identity to any third party claiming that any content posted or uploaded by you to this site constitutes a violation of their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on this site if, in our opinion, your post does not comply with an acceptable standard of use.

You are solely responsible for securing and backing up your content.



## **THE SITE OWNER IS NOT RESPONSIBLE FOR VIRUSES, AND YOU MUST NOT INTRODUCE THEM**

The Site Owner does not guarantee that this site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access this site.

It would be best if you used your virus protection software.

You must not misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other malicious or technologically harmful material. You must not attempt to gain unauthorised access to this site, the server on which this site is stored, or any server, computer or database connected to this site. You must not attack this site via a denial-of-service or distributed denial-of-service attack. You would commit a criminal offence under the Computer Misuse Act 1990 by breaching this provision. The Site Owner will report any such breach to the relevant law enforcement authorities and cooperate with those authorities by disclosing your identity to them. Your right to use this site will cease immediately in such a breach.

## **RULES ABOUT LINKING TO THIS SITE**

You may link to this site's home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to this site on any website that you do not own.

This site must not be framed on any other site, nor may you create a link to any part of this site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or use the content on this site other than that set out above, don't hesitate to contact [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com).

## **SEVERABILITY**

Should any term of this Agreement be or become invalid, the validity of the other provision shall not be affected thereby.

If any term of this Agreement is found invalid by a Court of competent jurisdiction, the rest of the terms shall remain in full force and effect.

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation are governed by English law. Both You and The Site Owner agree that England and Wales courts will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. Both you and The Site Owner agree to the exclusive jurisdiction of the courts of England and Wales.