

1. **About these Terms**

- 1.1. These Terms explain how you may use this website (the **Site**) which is provided free of charge by **us**, Pictures of Paintings Limited, company no. 11911623, with its registered office at 297 Croydon Road, Caterham, England, CR3 6PJ to **you**, the person accessing or using the Site or its Content.
- 1.2. References in these Terms to the Site includes websites www.picturesofpaintings.com, www.picture-sofpaintings.shop, as well as any and all associated web pages including social media pages.
- 1.3. You should read these Terms carefully before using the Site.
- 1.4. By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5. If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6. If you have any questions about the Site, please contact us by e-mail: hello@picturesofpaintings.com and we will try to get back to you within 30 working days.

1.7. **Definitions**

Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site which is not in the public domain;
Online terms and conditions for the supply of goods	means the terms and conditions https://www.picturesofpaintings.shop/pages/about , which will apply to you ordering goods using the Site;
Intellectual Property Rights	means rights including but not limited to copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world);
Public Domain Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site which is in the public domain;
Site	has the meaning given to it in clause 1.1;
Terms	means these terms and conditions of use as updated from time to time under clause 10;

2. **Using the Site**

- 2.1. The Site is for your personal and non-commercial use only.
- 2.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 2.3. The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4. We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at hello@picturesofpaintings.com

- 2.5. We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3. Your privacy and personal information

- 3.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with the Site's privacy policy, which explains what personal information is collected from you, how and why it is collected, stored, used and shared, what your rights are in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2. This privacy policy is available at <https://www.picturesofpaintings.shop/pages/about>.

4. Ownership, use and intellectual property rights

- 4.1. The Site and all intellectual property rights in it including but not limited to any Content are either owned by us or relevant licensors (where applicable). We and any licensors reserve all Intellectual Property Rights in connection with these Terms, excluding Public Domain Content. This means that we technically remain owners of any such proprietary Intellectual Property Rights, and are free to use them as we see fit. However, all exclusive jpg image proprietary owned by us on this Site is voided.
- 4.2. Public Domain Content is lawfully reproduced on the Site and exploited as it is outside the term of copyright protection and is therefore in the public domain. If you believe that any content is not within the public domain and that you own the copyright, contact us at hello@picturesofpaintings.com
- 4.3. Any painting featured on the site that is not Public Domain Content is not exploited for commercial purposes, and is used only for educational and review purposes according to fair dealing. There are currently two works featured as such.
- 4.4. Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4.5. Where trade marks and trade names are used on the Site, you are strictly prohibited from using these without written consent.

5. Accuracy of information and availability of the Site

- 5.1. While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 5.2. We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3. You may have certain legal rights when using the Site (such as if the Online terms and conditions for the supply of goods apply to you). These are also known as 'statutory rights' as they are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights is set out at the beginning of the Online terms and conditions for the supply of goods.
- 5.4. Content is provided for your general information purposes. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.5. While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6. **Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7. **Limitation on our liability**

Except for any legal responsibility that we cannot exclude in law or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that are not foreseeable to you and us when these Terms were formed, or that were not caused by any breach on our part, or for any business losses and losses to non-consumers.

8. **Events beyond my control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

9. **Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

10. **Variation**

These Terms are dated 14 May 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause. We reserve the right to vary these Terms from time to time. The updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any such variation. It is your responsibility to check these Terms from time to time to verify such variations.

11. **Disputes**

11.1. In the unlikely event of a dispute relating to your use of the Site, we will try to resolve any issues with you quickly and efficiently. If you are unhappy with the Site, please contact me as soon as possible.

11.2. If we cannot resolve a dispute using my complaint handling procedure, we will let you know and will give you certain information about alternative dispute resolution.

11.3. If you want to issue court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

11.4. Relevant United Kingdom law will apply to these Terms.

12. **Your Membership Account**

If you use the site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. The site and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

13. **Electronic Communications**

When you visit the site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14. **Risk of Loss**

All items purchased from the site are made pursuant to a shipment contract and subject strictly to our Shop Terms & Conditions <https://www.picturesofpaintings.shop/pages/about>. For the avoidance of doubt, the risk of loss and title for such items pass to you upon our delivery to the carrier.

15. **Product Descriptions**

The site and its associates attempt to be as accurate as possible. However, the site does not warrant that product descriptions or other content of this site is completely accurate, complete, reliable, current, or error-free. If a product offered by Pictures of Paintings is not as described or if the print does not adhere to the quality you anticipate, we apologise to you, but it is not currently possible to offer a return or refund.