

Andrew McKeown's WEBSITE TERMS AND CONDITIONS of USE

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

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You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Andrew McKeown express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Andrew McKeown express written consent.

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- You may not modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, display, post, transmit or sell any content or intellectual property appearing on this Site.
- If you print off, copy or download any part of this Site in breach of these terms of use, your right to use this Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

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The use of third party websites is entirely at your own risk. Links contained in the Site will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Site are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the

content of any third party's website.

- These Terms of Use do not apply to any third party website linked to the Site. You should read the terms and conditions of those websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.
- You are not entitled (nor will you assist others) to set up links from your own websites to the Site (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.
- You agree that when accessing the Site you shall not price scrape or harvest pricing either manually or by use of a web spider, web robot or any other web crawling or other technology.

Restricted access

Access to certain areas of this website is restricted. Andrew McKeown reserves the right to restrict access to other areas of this website, or indeed this entire website, at Andrew McKeown discretion.

If Andrew McKeown provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Andrew McKeown may disable your user ID and password in Andrew McKeown sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Andrew McKeown a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Andrew McKeown the right to sublicense these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Andrew McKeown or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Andrew McKeown reserves the right to edit or remove any material submitted to this website, or stored on Andrew McKeown's servers, or hosted or published upon this website.

Notwithstanding Andrew McKeown's rights under these terms and conditions in relation to user content, Andrew McKeown does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Andrew McKeown makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Andrew McKeown does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Andrew McKeown will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Andrew McKeown has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit;

and nothing in this website disclaimer will exclude or limit Andrew McKeown liability in respect of any:

- death or personal injury caused by Andrew McKeown negligence;
- fraud or fraudulent misrepresentation on the part of Andrew McKeown; or
- matter which it would be illegal or unlawful for Andrew McKeown to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Andrew McKeown has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Andrew McKeown officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Andrew McKeown officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Andrew McKeown.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Andrew McKeown and undertake to keep Andrew McKeown indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Andrew McKeown to a third party in settlement of a claim or dispute on the advice of Andrew McKeown's legal advisers) incurred or suffered by Andrew McKeown arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Andrew McKeown other rights under these terms and conditions, if you breach these terms and conditions in any way, Andrew McKeown may take such action as Andrew McKeown deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Disclaimer of Liability

- Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Site, it is provided on an "as is" basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Site. Further, no warranty is given that the Site shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.
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- Subject to CLAUSE 1.1 below, we shall not be liable to you for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the Site, including without limitation, under any tort, including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement or under any statute or otherwise:
 - any indirect, special or consequential losses;
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 - any loss of business, data, profits, revenue, goodwill, use or anticipated savings;
 - loss or damage to your, or any third party's, data or records;
 - any actions taken in response to breaches of the Contribution Standards set out in CLAUSE 5.3 above; or
 - any delay in, or failure of, performance of our obligations under these Terms of Use arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

- Except as expressly provided in these Terms of Use, we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.

1.1 We do not seek to exclude or limit our liability to you for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any terms implied under the Sale of Goods Act 1979 or the Sale of Goods and Services Act 1982;
- any liability arising under the Consumer Protection Act 1987; or
- any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Variation

Andrew McKeown may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Andrew McKeown may transfer, sub-contract or otherwise deal with Andrew McKeown rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with Andrew McKeown's Terms and Conditions of Sale constitute the entire agreement between you and Andrew McKeown in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English Law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales

Registrations and authorisations

Andrew McKeown UK VAT number is 789 4263 73

Andrew McKeown details

The full name of Andrew McKeown is Andrew Ian McKeown.

Andrew McKeown - Sculptor is a trading name of Andrew Mckeown.

Andrew McKeown registered address is Andrew McKeown, Platform Arts Studios, Middlesbrough Railway Station, Zetland Rd, Middlesbrough, TS1 1EG, U.K.

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Credit

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