

## **John Pye & Sons - Website Terms and Conditions**

### **Introduction**

John Pye & Sons Ltd (or “we”) operate the site [johnpye.co.uk](http://johnpye.co.uk) (“the Site”). Our headquarters are at James Shipstone House, Radford Road, Nottingham, NG7 7EA. We are registered with company number 02564753 and registered for VAT purposes with number 117.7772.49.

This terms of website use (together with any documents referred to in it such as the Privacy Policy) tells you the terms on which you may use this Site (“the Terms”). We operate this Site for the purpose of promoting and facilitating auction and property services. By using this Site (including accessing, browsing or registering to use this Site), you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms then you must not use this Site.

You may print and keep a copy of these Terms. They are a legal agreement between us and can only be modified with our consent.

### **Changes to these Terms**

From time to time we may modify the Terms. It is your responsibility to continue to review these Terms whenever accessing or using this Site. The most recent version of the Terms will apply whenever you use this Site.

### **Other Applicable Terms**

There are additional terms which apply to this Site namely our Privacy Policy which can be found on this Site and if you purchase any goods or services from our Site then our terms and conditions of supply in relation to those goods or services will apply to such sales.

### **Changes to this Site**

We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

### **No Reliance on Information**

Whilst we take reasonable steps to ensure the accuracy of the information accessed via this Site, we make no representations, warranties or guarantees, whether express or implied, as to the accuracy, timeliness or completeness of any information or material appearing on this Site. The information does not constitute professional advice on any particular matter. Whilst the information is believed to be valid for the purpose of general information, we cannot be held responsible for the outcome of actions based on the information. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

We have no responsibility for content provided by third parties and are merely providing access to such content to you. We have no obligation to verify the content of such information nor to edit any such information provided by third parties. We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third party details and you acknowledge that any reliance on such information will be at your own risk.

## Intellectual Property / Copyright Notice

This Site and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices and links contained in it or linked to it (together "Content") are protected by copyright, trade marks and other rights of intellectual property owned by us or licensed to us. Anyone accessing this Site is entitled to view any part of the Content. However, the Content must not be used nor reproduced (in whole or part) by you for any other purpose including on or in connection with another website or publication or for direct commercial gain. Furthermore, any links to this Site must be notified to and approved by us before they are created or steps are taken to create the same.

## Your Obligations

You will use the Site only in accordance with these Terms and for lawful purposes only. Any password that we may provide to you must be kept secure and not disclosed to any third party. You will be liable for any unauthorized use of your password.

## Accessing our Site

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and any other applicable terms and that they comply with them.

## Links to our Site

Websites or pages to which this Site is linked (other than other websites operated by us) are for information only and have not been reviewed by us. We have no responsibility for the content of such websites or pages and accept no liability for any damage or losses that may arise from your use of the same.

## Data Protection

Personal data will be processed as set out in the John Pye Privacy Policy which can be viewed at [www.johnpye.co.uk/privacy-policy/](http://www.johnpye.co.uk/privacy-policy/), as updated, amended or replaced by John Pye from time to time.

## No Warranty

This Site and its content are provided "as is" and "as available" and to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We accept no liability for functions contained on the Site and make no warranty that the Site will operate error-free or that any defect will be corrected.

## Limitation of Liability

You acknowledge that your use of this Site and its content is at your own risk.

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

We will not be liable to you or any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.  
Please note that in particular, we 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services to you, which will be set out in our applicable terms and conditions of supply.

## Viruses

We do not guarantee that our Site will be secure or free from bugs or viruses or that it will be compatible with your computer equipment.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

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

## Local Laws and Regulation

This Site is not directed at persons in a jurisdiction where for any reason the Site's publication or availability is prohibited and any person for whom such a prohibition applies must not access the Site. Those who access the Site do so on their own initiative and are responsible for compliance with applicable local laws or regulations.

## Validity of Provisions and Remedies

If any provision of these conditions is or becomes invalid or contravenes applicable regulations then the remaining provisions will not be affected.

## Waiver

No waiver by us of any breach of these conditions shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

## Governing Law and Jurisdiction

These Terms are governed by the Laws of England. If you are a business then we both agree to the exclusive jurisdiction of the courts of England and Wales. If you are a consumer then we both agree that the courts of England and Wales shall have non-exclusive jurisdiction.

## Contact Us

To contact us, please email [info@johnpye.co.uk](mailto:info@johnpye.co.uk)  
Thank you for visiting our Site.