

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

You must retain the above credit, unless you purchase a licence to use this document without the credit. You can purchase a licence at: <http://www.website-contracts.co.uk/seqlegal-licences.html>. Warning: use of this document without the credit, or without purchasing a licence, is an infringement of copyright.

3. Copyright notice

- 3.1 Copyright (c) 2016, Antiquities Dealer's Association
- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) [stream audio and video files from our website];

(e) [use [our website services] by means of a web browser],

subject to the other provisions of these terms and conditions.

- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 4.6 Notwithstanding Section 4.5, you may redistribute our newsletter in print and electronic form to any person.
- 4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our 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;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and

data harvesting) on or in relation to our website without our express written consent;

- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

6. Limited warranties

6.1 The information published on this site are provided "as is" and without warranties in relation to the provision of the site services. We, nor any person involved in the creation, production and distribution of this site warrant that the functions contained in the website will be uninterrupted or error-free, that defects will be corrected, or that we or the server that makes them available are free of viruses or other harmful components.

We do not warrant or make any representations regarding:

- (a) the completeness, reliability or accuracy of the information published on our website
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

7. Limitations and exclusions of liability –

7.1 You expressly agree that except for death and personal injury arising as a consequence of our negligence, neither we, nor our affiliated or related entities, nor any of our/their respective employees, or agents, nor any person or entity involved in the creation, production, distribution of this site are responsible or liable to any person or entity whatsoever for any loss or damage whatsoever resulting from the use of this site. By way of example, and without limiting the generality of the foregoing, we and related persons and entities shall not be responsible or liable for any claim or damage arising from failure of performance, error, omission, interruption, deletion, defect,

delay in operation, computer virus, theft, destruction, unauthorized access to or the reliance upon or use of data, information, opinions or other materials appearing on this site.

8. Variation

- 8.1 We may revise these terms and conditions from time to time.
- 8.2 We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

9. Severability

- 9.1 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.
- 9.2 If any unlawful and/or unenforceable provision of these terms and conditions 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.

10. Third party rights

- 10.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 10.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

11. Law and jurisdiction

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Any action in connection with these terms and conditions of Use or in connection with any matters related to this site shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Statutory and regulatory disclosures

- 12.1 We are registered as *The Antiquities Dealers Association* and members of The British Art Market Federation in *the United Kingdom*

13. Our details

- 13.1 This website is owned and operated by *The Antiquities Dealers Association*
- 13.2 Our principal address is : The Secretary, 67a Greencroft Gardens, London NW6 3LJ
- 13.3 You can contact us:

- (a) by post, using the postal address [given above];
- (b) using our website contact form;
- (c) by telephone, on [the contact number published on our website from time to time); or
- (d) by email, using [the email address published on our website from time to time].