

WEBSITE TERMS AND CONDITIONS

Credit

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- death or personal injury caused by dave pettigrew's negligence;
- fraud or fraudulent misrepresentation on the part of dave pettigrew; or
- matter which it would be illegal or unlawful for dave pettigrew 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, dave pettigrew has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against dave pettigrew's 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 dave pettigrew's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as [dave pettigrew].

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 [dave pettigrew and undertake to keep [dave pettigrew indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by [dave pettigrew to a third party in settlement of a claim or dispute on the advice of [dave pettigrew 's legal advisers) incurred or suffered by dave pettigrew 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].

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Without prejudice to [dave pettigrew 's other rights under these terms and conditions, if you breach these terms and conditions in any

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Variation

Dave pettigrew 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

Dave pettigrew may transfer, sub-contract or otherwise deal with [NAME'S] 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 constitute the entire agreement between you and dave pettigrew in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

Any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of New Jersey

You can contact dave pettigrew by email to dave@davepettigrew.net