

GAINSBOROUGH'S – WEBSITE TERMS & CONDITIONS

Last Updated: 10 February 2026

1. Introduction

These Website Terms & Conditions ("Terms") govern access to and use of the website operated under the name Gainsborough's (the "Website"), together with any related communications, content, or services made available through the Website.

By accessing or using the Website, the user ("User", "you", or "your") confirms acceptance of these Terms in full. If you do not agree to these Terms, you must not use the Website.

2. About Gainsborough's

Gainsborough's is a UK-led family art office providing art market analysis, collection stewardship, advisory support, and introductions in relation to fine art and related professional services.

Gainsborough's:

is not authorised or regulated by the Financial Conduct Authority (FCA)

does not provide investment advice, financial advice, tax advice, legal advice, or credit broking services

does not arrange, negotiate, recommend, or advise on loans, credit facilities, or financial products

All services are provided on a non-regulated, informational, and introducer-only basis.

3. Scope of Services

Gainsborough's services may include, without limitation:

Fine art market analysis and artist-level research

Collection stewardship and long-term value preservation support

Auction consignment advisory and representation

Auction acquisition support and discretion management

Introductions to auction houses, insurers, logistics providers, restorers, valuers, and other professional third parties

Introductions to specialist lenders where appropriate, strictly on a non-advisory and non-arranging basis

Gainsborough's does not guarantee outcomes, pricing, liquidity, auction results, financing availability, or third-party performance.

4. No Advice & No Reliance

All content on the Website is provided for general informational purposes only.

Nothing on the Website constitutes:

financial advice

investment advice

tax advice

legal advice

credit advice or recommendation

Users must obtain independent professional advice before making any decision relating to art transactions, finance, taxation, inheritance, fiduciary matters, or asset disposition.

Reliance on any information provided by Gainsborough's is entirely at the User's own risk.

5. Introductions & Third Parties

Where Gainsborough's introduces a User to any third party (including but not limited to auction houses, lenders, insurers, logistics providers, valuers, restorers, advisers, intermediaries, and or introducers,):

Gainsborough's acts solely as an introducer

Any subsequent relationship, contract, or transaction is strictly between the User and the third party

Gainsborough's is not responsible or liable for:

third-party advice, actions, omissions, or performance

fees, charges, delays, defaults, disputes, or losses

regulatory compliance of third parties

Users acknowledge that third parties operate independently and may be subject to their own regulatory obligations.

6. FCA Status & Financial Services Disclaimer

Gainsborough's does not need to be and is not authorised or regulated by the Financial Conduct Authority.

Gainsborough's does not:

arrange credit

broker credit

advise on credit

recommend lenders or financial products

Any references to capital, liquidity, or finance relate only to potential introductions and do not constitute regulated activity.

7. Website Availability & Downtime

Gainsborough's does not guarantee that the Website will be:

continuously available

error-free

secure

free from interruptions or delays

Gainsborough's accepts no liability for:

website downtime

technical faults

hosting failures

cyber incidents

third-party software or applications

Use of the Website is entirely at the User's own risk.

8. Limitation of Liability

To the fullest extent permitted by law:

Gainsborough's shall not be liable for any:

direct or indirect loss

loss of profit, opportunity, reputation, or data

financial loss

consequential or incidental damages

arising from:

use of the Website

reliance on Website content

introductions to third parties

third-party services or outcomes

9. No Class Actions

Users agree that:

any claim must be brought individually

no class, collective, or representative action may be brought against Gainsborough's

10. Indemnity

Users agree to indemnify and hold harmless Gainsborough's against any claims, losses, damages, liabilities, or expenses arising from:

misuse of the Website

breach of these Terms

reliance on information without independent advice

11. Intellectual Property

All content on the Website, including text, branding, logos, analysis, and structure, is the intellectual property of Gainsborough's unless otherwise stated.

No content may be reproduced, distributed, or used without prior written consent.

12. Age Restriction

The Website and services are not intended for individuals under 18 years of age.

Gainsborough's does not knowingly collect or process personal data relating to minors.

13. Privacy & Data Protection

Personal data is handled in accordance with the Gainsborough's Privacy & Cookies Policy, which forms part of these Terms which can be found at: www.gainsboroughs.co.uk

14. Severability

If any provision of these Terms is found to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions.

15. Interpretation

Unless the context otherwise requires:

words in the singular include the plural, and vice versa

references to one gender include all genders

headings are for convenience only and do not affect interpretation

16. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

17. Changes to These Terms

Gainsborough's reserves the right to amend these Terms at any time. Updated Terms will be posted on the Website with a revised "Last Updated" date.

Continued use of the Website constitutes acceptance of the updated Terms.