

## **INFRARED MARKETING Ltd – TERMS OF SERVICE**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (the “Products”) listed on our website [www.infraredmarketing.co.uk](http://www.infraredmarketing.co.uk) (the “Site”) to you. Please

read these terms and conditions carefully before ordering any Products from the Site.

These terms and conditions do not affect any of your statutory rights. However, it is important that you should understand that by ordering any of our Products from the Site you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

### **1. INFORMATION ABOUT US**

[www.infraredmarketing.co.uk](http://www.infraredmarketing.co.uk) is a site owned by INFRARED MARKETING LTD. The main trading address for this

website is situated at Brown Oaks Barns, Alresford Road, Wivenhoe, Colchester CO7 9JZ.

### **2. ACCESS TO THE SITE**

For the terms relating to the use of the website (including our intellectual property and trademark rights) and our privacy policy please refer to [www.infraredmarketing.co.uk](http://www.infraredmarketing.co.uk)

### **3. YOUR STATUS**

By placing an order through this Site, you warrant that:

- (a) you are legally capable of entering binding contracts;  
and
- (b) you are at least 18 years old.

#### 4. HOW THE CONTRACT IS FORMED BETWEEN US

A legally binding contract will be formed between us when you have confirmed to us that you wish to proceed with the purchase of one or more Products, We have confirmed to you that we will sell the Product(s) to you and we have received payment of the price and any additional monies.

When your order has been completed you will receive confirmation of the Product(s) ordered, the price paid, and your allocated order number. If you wish to amend any part of your order once it has been accepted and payment has been made, then you will need to contact us by one of the following methods:

Email: [sales@infraredmarketing.co.uk](mailto:sales@infraredmarketing.co.uk)

Telephone: +00 44 1206 621660

Post: 16 Mersea Court High Street North West Mersea  
C05 8JU

We may decline to sell any Product to you for any reason. We are not obliged to tell you the reason for our decision.

#### 5. PRICING AND AVAILABILITY

We will wherever possible list information on the Site and on each Product information page, relating to the Products We sell on the Site. Except for the information we provide on a Product information page or

elsewhere on the Site we cannot be more specific about Product availability.

As we process your order you will receive an email from us if the Product you wish to order is no longer available. We may offer you the opportunity to purchase a Product of at least equivalent specification and value to the one you have attempted to order. This will not happen if the Product you are trying to order is temporarily out of stock.

The Site contains many Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly listed. We will verify prices as part of our order processing procedures. However, we are under no obligation to sell the Product to you at the incorrect lower price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as being incorrect. Prices are liable to change at any time but changes will not affect orders in respect of which we have already sent you a confirmation of order.

Prices are exclusive of VAT & delivery.

## 6. PAYMENT

We will not ask you for any payment until we have made sure that the order for the Product(s) you wish to purchase can be processed.

Infrared Marketing Ltd uses HSBC Bank and all transfers must be paid direct to the account listed on the invoice, no one in the company apart from the proprietor can change the details of the banking, any staff member asking for payment to be made to alternative account must be reported directly to proprietor.

If you have any questions or concerns about this method of payment, please contact us as detailed in clause 4 above.

#### Payment and orders security

All payment received into our account will be confirmed on day of clearance in HSBC Bank

#### 7. DELIVERY

All prices quoted or invoiced are agreed in advance of order placement.

A delivery date for the Product(s) will be advised to you when your order has been processed by us and the courier being used. Any date for delivery outside of the normal delivery time scale will be confirmed by us later and at this point any additional charge will be discussed with you.

#### 8. CANCELLATION AND RETURN UNDER WARRANTY

If you wish to cancel your order you must give us clear written instructions that you wish to cancel your order

either by email or by writing to the address stated in clause 4 above.

If you cancel your order before the Product(s) have been shipped to you then We will refund payment of the amount of the price you have paid for the Product(s) together with any additional charges that you agreed to pay.

If you wish to return the Product(s) to us because of a defect or because of damage to the Product(s) you must arrange delivery back to Infrared Direct Ltd, Brown Oaks Barn, Alsford Road Wivenhoe CO7 9JZ at your own cost making sure the product carries insurance. We will examine the Product(s) and will either issue you with a replacement of equal specification and value or we will credit your account for future sales

We cannot cancel your order if you are unable to provide us with proof of purchase or if we believe that that you have made use of the Product(s).

We cannot cancel your order if you have ordered a bespoke or specific RAL colours heater.

All goods must be returned to our factory quality control department at Infrared Direct Ltd, Brown Oaks Barn, Alresford Road

Wivenhoe CO7 9JZ at the expense and liability of the purchaser, along with any import duties and local taxes.

## 9. ELECTRONIC COMMUNICATION

Applicable laws require that some of the information or communications We send to you should be in writing. When you visit this Site, or send emails to us you are communicating with us electronically. We may communicate with you by email or by posting notices on the website. For contractual purposes, you agree to this means of electronic communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 10. OUR LIABILITY

We warrant to you that any Product(s) purchased from us is of satisfactory quality.

**Our liability in connection with any Product(s) purchased is strictly limited to the purchase price of the Product(s). This does not include or limit in any way our liability:**

- a) For death or personal injury caused by our negligence;
- b) Under section 2 (3) of the Consumer Protection Act 1987;
- c) For fraud or fraudulent misrepresentation; or
- d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of

anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.

All information and advice in relation to Product suitability is for general guidance only. We cannot guarantee that any Product is suitable for your requirements or that your electrical system has the capacity to safely power the Products that you purchase from us. In some cases, changes to your electrical system may be required.

This is your responsibility and Infrared Marketing Ltd recommends that you seek the professional opinion of a qualified electrician before placing your order. All Products must be installed and operated strictly in accordance with the manufacturer's guidelines which should take priority over all other information and advice. A failure to do so may compromise your safety and invalidate any manufacturer's guarantee that comes with the Product.

## 11. NOTICES

All notices given by you to us must be given to us in writing by email or at the address detailed in clause 4 above. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 4. Notice will be deemed received and properly served

immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 12. TRANSFER OF RIGHTS AND OBLIGATIONS

The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

## 13. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.



- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other  
Natural disaster
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

#### 14. WAIVER

If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

#### 15. SEVERABILITY

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### 16. ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or

in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that you order Product(s) from

us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms and conditions before We send you the Order Confirmation (in

which case We have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Product(s).

## 18. LAW AND JURISDICTION

Contracts for the purchase of Product(s) through the Site will be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of United Kingdom.

Please note all accounts beyond our credit terms will be passed to our debt collection agency. All

accounts, without exception, will be subject to a surcharge of 15% to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.

## **Warranty**

**At Infrared Marketing Ltd, we understand that change can be scary and being one of the first to take a leap of style will leave you with concerns. But please don't worry, not only can we offer great products, customer support that is second to none but we also offer peace of mind with a manufacturer warranty. The infrared range (Glass / Mirror, and Aluminium) have a 5-year manufacturer's warranty on the nonelectrical components and a 5-year manufacturer's warranty on the electrical components. The heaters must be installed as directed in the installation manual and must not be modified in any way for the warranty to be valid.**

**The Yandiya Infrared power heaters range have a 2-year manufacturer's warranty. The heaters must be installed as directed in the installation manual and must not be modified in any way for the warranty to be valid. The heaters must be installed as directed in the installation manual and must not be modified in any way for the warranty to be valid.**

**If it is necessary to return the Product(s) to us because of a defect or because of damage you must arrange the**

**delivery of the Product(s) back to us. We will examine the Product(s) and will either repair and return to you or issue you with a replacement of equal specification and value. All items must be returned to our factory office at the expense and liability of the purchaser. The cost of returning the repaired or replacement item to you will be at our expense.**