

Terms & Conditions

RA Tech UK Ltd

This website (“Website”) is owned and operated by RA Tech UK Ltd (“RA Tech UK Ltd” “we” “us”), a company registered in England and Wales, who’s registered office is at C/O Phipp & Co, 6 Nottingham Road, Long Eaton, Nottingham, NG10 1HP.

For the purposes of the Data Protection Act 1998, the Data Controller is Ally Armstrong and she can be contacted at the address above, at ally@hotun.co.uk or on 07814096417.

Acceptance of terms

1. By using this Website you confirm that you accept these Terms of Use (“Terms”) and you agree to comply with them. If you do not agree to these Terms, you must not use this Website.
2. We recommend that you print a copy of these Terms for future reference.
3. In using this Website there are other terms that may apply to you. These Terms refer to the following additional terms, which also apply to your use of this Website:
 1. Our Privacy Policy <https://hotun.co.uk/terms-and-conditions-and-privacy-and-cookies-policy> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate.
 2. Our Cookies Policy <https://hotun.co.uk/terms-and-conditions-and-privacy-and-cookies-policy>, which sets out information about the cookies on this Website.
 3. You are responsible for ensuring that all persons who access this Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 4. Amendment of terms**
5. We may amend these Terms (and any others referred to in them) from time to time. Every time you wish to use this Website, please check these Terms to ensure you understand the terms that apply at that time.
6. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to these Terms.
- 7. Amendments to this website**
8. We may update and change this Website from time to time to reflect changes to our products, our users’ needs and our business priorities. We will try to give you reasonable notice of any major changes.
9. We may suspend or withdraw this Website
10. This Website is made available free of charge.
11. We do not guarantee that this Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 12. Your use of this website**

13. You must only use this Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website.
14. You may use, download and print content on the Website solely for your own personal use or internal business purposes. Other than for your own personal use, you may not without our prior written consent:
 1. copy, reproduce, use or otherwise deal with any content on the Website;
 2. modify, distribute or re-post any content on the Website for any purpose;
 3. reproduce, crawl, frame, link to or deep-link into this Website on or from any other website; and
 4. use the content of the Website for any commercial exploitation whatsoever.
15. If you print off, copy or download any part of this Website in breach of these Terms, your right to use this Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
16. If you are a corporate customer and would like to request permission to use photography or other content from this website for corporate use, please contact our Marketing Team on 01332 702678.

17. Accuracy of Content

18. To the extent permitted by applicable law, RA Tech UK Ltd disclaims that all content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party.
19. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of RA Tech UK Ltd or any of its agents.

20. Reliance on Information Posed

21. The information presented on or through this Website is made available solely for general information purposes. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Website. We do not make any statements regarding the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. This Website includes content provided by third parties, including materials provided by other users and third-party licensors. We are not responsible, or liable to you or any third-party, for the content or accuracy of materials provided by any third parties.
22. To the extent that this Website and the information and services on it are provided free-of-charge, we will not be liable for any loss or damage of any nature arising from your use of, or reliance on, such information and/or services.
23. Where RA Tech UK Ltd publishes videos, user guides, tutorials or any other form of training materials on the Website, such content will relate solely to RA Tech UK Ltd products and services and will not be applicable to any other products and/or services and should not be relied on as such. If you have any queries regarding how to use any RA Tech UK Ltd product or services you should contact RA Tech UK Ltd who will use reasonable efforts to provide any guidance or information you may require. For the avoidance of all doubt, any such content that is provided on the Website is not meant to be comprehensive or the definitive resource on the subject matter in question and it is your responsibility to ensure that you have undertaken adequate training and education on the subject matter in question before undertaking any works or services in relation to it. RA Tech UK Ltd will not be responsible for any losses you may suffer as a result of your failure

to undertake the necessary training and education for any particular job, product or service.

24. Our Responsibility for Loss or Damage Suffered by You

25. RA Tech UK Ltd uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device.
26. Except where required by applicable law, RA Tech UK Ltd shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via this Website.

27. Links to Other Websites

28. We have placed links on this Website to other websites we think you may want to visit. These links are provided for your information only. Such links should not be interpreted as approval by RA Tech UK Ltd of those linked websites or information you may want to obtain from them.
29. We do not vet these websites and do not have any control over their contents.
30. Except where required by applicable law, RA Tech UK Ltd cannot accept any liability in respect of the use of these websites.

31. 5-year warranty

The RA Tech UK Ltd warranty is subject to the following terms and conditions:

1. You must register your warranty within 30 days of the installation.
2. The unit or component has been maintained and serviced in accordance with the instructions. This warranty will not cover damage or defects caused as a result of faulty installation or improper maintenance or servicing.
3. The unit has not been tampered with or otherwise subjected to misuse, fire, accidental damage or negligence.
4. The unit has not been modified or repaired except by a person authorised to do so.
5. The serial number has not been removed or made illegible.
6. The unit is returned to us at your own cost or delivered to our appointed representative together with proof of purchase (in the form of a receipt or invoice).
7. The unit is returned promptly on being found to be defective.
8. The sole and exclusive remedy under this warranty is for the repair or replacement (at RA Tech UK Ltd's discretion) of the unit or defective components and no other remedy, including but not limited to incidental or consequential damage or loss of whatsoever nature, shall be available. RA Tech UK Ltd reserves the right to undertake the least costly option available. The amount of any claim under this warranty shall be limited to the original purchase price paid for the defective unit.
9. All personal data that we collect from you as part of the warranty registration process will be used by RA Tech UK Ltd in order to maintain the validity of this warranty. We may also use the details provided to email you about new products, discounts or upcoming events which we feel may interest you where you have provided your consent for us to do so.
10. Our decision on all matters relating to warranty claims shall be final.

These Terms were last updated on 15th May 2018.

32. Warranty Registrations

32.1 Via the Online Facility RA Tech UK Ltd enables you to register and record warranties for any RA Tech UK Ltd Products (hotun range) you have installed at an end user customer's premises.

32.2 Whilst RA Tech UK Ltd uses reasonable efforts to ensure that any details recorded in respect of a RA Tech UK Ltd warranty are accurate, its liability for any inaccuracies shall be to correct any inaccuracies that it is made aware of within a reasonable time after having been made aware of them.

32.3 RA Tech UK Ltd shall have no liability for any loss or damage, howsoever or whatsoever, arising from or in connection with the use of, or inability to use, the Online Facility including, but not limited to, for the purpose of registering a RA Tech UK Ltd Product warranty at a particular time or at all.

32.4 In registering a RA Tech UK Ltd Warranty via the Online Facility you warrant to RA Tech UK Ltd that you have the customer's authority to register any such warranty and to provide RA Tech UK Ltd with that Customer's personal data for the purposes of recording the warranty.

32.5 The Member shall indemnify RA Tech UK Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by RA Tech UK Ltd arising out of or in connection with any claim by a third party, including a customer, that RA Tech UK Ltd did not have authority to register a warranty or make contact with the relevant customer regarding a registered warranty.

33. Acceptable Use Policy

Content Standards

33.1 These content standards apply to any and all material which you contribute to our site ("**Contribution**"), and to any interactive services associated with it.

33.2 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

33.3 RA Tech UK Ltd will determine, in its discretion, whether a Contribution breaches the Content Standards.

33.4 Any Contribution must:

Be accurate (where it states facts).

Be genuinely held (where it states opinions).

Comply with the law applicable in England and Wales and in any country from which it is posted.

33.5 A Contribution must not:

Be defamatory of any person.

Be obscene, offensive, hateful or inflammatory.

Promote sexually explicit material.

Promote violence.

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any copyright, database right or trade mark of any other person.

Be likely to deceive any person.

Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

Promote any illegal activity.

Be in contempt of court.

Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

Be likely to harass, upset, embarrass, alarm or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person.

Give the impression that the Contribution emanates from RA Tech UK Ltd if this is not the case.

Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.