

Website Use

Terms and Conditions

INTERPRETATION

1. In these Terms and Conditions, the following words and phrases shall bear the following meanings :

‘The Company’ means Thermal Detection Ltd, registered number 1886771, whose registered office is at Unit 6, Orde Wingate Way, Primrose Hill Industrial Estate, Stockton-on-Tees, TS19 0GA, United Kingdom.

‘Material’ means data or information in any format, including without limitation, text, images, photographs, graphics, video or sound material whether existing at the time of registration or not, published on www.thermal-detection.com, whether copyright of Thermal Detection Ltd or of a third party and which is communicated or transmitted to the User in using www.thermal-detection.com.

‘www.thermal-detection.com’ means the website owned and/or operated by the Company.

‘User’ means any person who accesses or uses www.thermal-detection.com.

USE OF THE WEBSITE

2. By accessing or using www.thermal-detection.com the User agrees to fully comply with these Terms and Conditions, including the acceptance of liability as detailed in Clauses 4, 5 and 10 and limitations and exclusions of the Company’s liability to the User as set out particularly in Clause 10. If the User does not wish to be bound by them he/she should leave the site now and not use this website in future.
3. Any unique user ID allocated to a User by the Company and/or password chosen by that User and agreed by the Company are not transferable and the User shall keep them strictly confidential and secure. The User must notify the Company immediately if any unauthorised use comes to their attention.
4. The User shall indemnify the Company against any unauthorised use of his/her user ID and password, including use by a third party where the User has allowed or facilitated that third party to have access to any Material, however so received.
5. The User shall indemnify the Company against all costs, claims, demands or expenses incurred by or made against the Company and/or www.thermal-detection.com as a result of any breach of these Terms and Conditions by the User and /or by any third party permitted or facilitated by that User to have access to any Material, howsoever arising.
6. The Company reserves the right to prohibit access to www.thermal-detection.com by any person/s at its sole discretion, from which point any user ID and password will be rendered inoperative.

USE OF MATERIAL

7. Subject to Clause 14 the User may download Material electronically; print extracts and/or make copies of these for his/her own personal and non-commercial use only. This does not include downloading, storing, transmitting, displaying, copying or distributing Material, or extracts from it, in a structured manner or creating a database in any form comprising all or part of the Material.

DATA PROTECTION AND PRIVACY POLICY

8. The Company takes the privacy of its Users seriously. It is committed to safeguarding the privacy of its Users. Please refer to the Company's [Privacy Policy](#).

LIABILITY

9. The User acknowledges that any breach of Clause 7 may cause damage or loss to the Company and agrees to indemnify the Company in full against any third party liabilities, claims, costs, loss or damage including consequential losses, incurred as a result of publishing Material downloaded from www.thermal-detection.com.
10. To the extent permitted by law the Company, its agents or representatives shall have no liability whatsoever to the User for any direct, indirect or consequential loss or special loss or damage, cost or expense suffered or incurred by the User (whether arising in tort, contract or otherwise and whether arising from the negligence, breach of contract, defamation, infringement of copyright or other intellectual rights) caused by use of www.thermal-detection.com or from the negligence of its employees or agents or licensors and whether asserted against the Company www.thermal-detection.com or against any third party in connection with its use, inability to use or results of the use of www.thermal-detection.com, any websites linked to it and any Material, including:
 - 10.1 Loss of income or revenue.
 - 10.2 Loss of business.
 - 10.3 Loss of profits.
 - 10.4 Loss of anticipated savings.
 - 10.5 Loss of data.
 - 10.6 Loss of goodwill.
 - 10.7 Wasted management or office time; and even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to the Users tangible property or any other claims or direct financial loss that are not excluded by any of the categories set out above. This does not affect the Company's liability for death or personal injury arising from its negligence or its liability for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
11. The Company does not make any representation or give any warranty, either expressed or implied:
 - 11.1 In relation to any information offered, accessed or obtained through

www.thermal-detection.com in relation to warranties of title, non-infringement of copyright or patent rights of others, merchantability or fitness or suitability for any purpose.

- 11.2 For the content, accuracy, integrity, lawfulness or otherwise of Information on websites over which the Company has no control.
 - 11.3 As to the suitability of the information and data on www.thermal-detection.com for any particular purpose.
 - 11.4 As to the accuracy of the description of any goods or that the information and data on the www.thermal-detection.com site is free of infection by computer viruses or other contamination and to the extent permitted by law excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
12. Although care is taken in the preparation of information supplied by www.thermal-detection.com, the Company is not responsible for Users taking or refraining from taking actions on the basis of information provided by www.thermal-detection.com.

TRADE MARKS AND INTELLECTUAL PROPERTY

13. All rights in www.thermal-detection.com, the Material and any other content displayed on www.thermal-detection.com are owned by or licensed to the Company and are reserved.
14. All Material other than that supplied by third parties shown on www.thermal-detection.com is the property of the Company. Reproduction without the Company's permission is prohibited. For such permission Users should make application to the Company Secretary of the Company at the registered address.

COOKIES

15. www.thermal-detection.com uses cookies. Please see the Cookies Policy for information on how they are used on www.thermal-detection.com and what options you have to manage them. By continuing to use www.thermal-detection.com you consent to the Company's use of Cookies.

MISCELLANEOUS

16. The Company reserves the right to remove, alter, change or vary www.thermal-detection.com at any time without notice.
17. The Company shall endeavour to provide constant, uninterrupted access to www.thermal-detection.com, but cannot and does not guarantee to do so and accepts no responsibility or liability for any interruption or delay.

APPLICABLE LAW AND JURISDICTION

18. These Terms and Conditions and the provision of www.thermal-detection.com are governed by the Laws of England and shall be subject to the exclusive jurisdiction of the English courts.

CHANGES TO TERMS AND CONDITIONS

19. The Company reserves the right to vary or amend these Terms and Conditions at any time without notice. Users should review these Terms and Conditions regularly as Users will be deemed to have accepted a variation in continuing to use the site after it has been posted.

January 2014