

## **Terms and conditions**

This page (together with any documents referred to on it) informs you of the MRM terms and conditions (Terms) on which we supply our products.

Please read these Terms carefully and make sure that you understand them before ordering any products from our site.

By ordering any of our products you agree to these Terms. You should print a copy of these Terms for future reference.

## **About us**

We, Managed Response Marketing Ltd, operate the website [www.myredkenmarketing.com](http://www.myredkenmarketing.com). Our company is registered in Scotland under company number SC221952, and our registered office is at Alloa Business Park, 1 Millar Court, Alloa, FK10 3SA. Our VAT number is 789183373.

## **The relationship between you and us**

By placing any order with us, you confirm that you are at least 18 years old and are legally capable of entering into binding contracts.

All orders are subject to acceptance by us and we will inform you if for any reason we cannot process your order. The contract between us will only be formed at the point that your order is confirmed.

## **Risk and title**

The products will be your responsibility from the time of delivery. Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.

## **Prices and payments**

The price of the products and our delivery charges will be as quoted on our site, except in cases of obvious error.

Payment for all orders must be by C5A points, Redken budget, credit or debit card (unless we say otherwise). We accept payment with Visa, Visa Debit, Visa Electron, Mastercard, Maestro and Solo. Once you have submitted your order, your card will be debited automatically. Payment on account may be permitted for orders at our sole discretion. Please note that no changes to orders are possible once submitted by you.

Product prices and delivery charges are liable to change at any time, changes will not affect orders in respect of which have already been sent an order confirmation email (subject to any change in the law).

## **Specifications**

We try to display and describe as accurately as possible the printed products which appear on our site, but do not give any assurance that the colours of products supplied will exactly match those displayed on your computer monitor or other printing systems.

In uploading any material to our site, including for the purposes of registering with the site, managing your online account and submitting a file or order, you agree and warrant to us that such material:

is accurate (where it states facts);

is genuinely held (where it states opinions);

complies with applicable law in the UK and any country from which it is submitted;

does not contain any material which is defamatory of any person;

does not contain any material which is obscene, hateful or inflammatory;

does not promote sexually explicit material or violence;

does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

does not infringe any intellectual property rights of any other person

and you will indemnify (and keep indemnified) us for any breach by you of such above warranties.

All products are printed by us strictly in accordance with any file submitted by you to us with your order. To the extent permitted by law, we accept no liability in respect of unwanted or defective products where such defect relates to an error in the file submitted by you to us or an inconsistency between the file and your order.

## **Refunds, returns and reprints.**

It is not possible to return products for refund other than in the event of an order being produced to the wrong order specification or not to an acceptable standard. In either of these cases we may (at our discretion) reprint free of charge. Any errors in printing must be reported via e-mail to the following email address [lpssupport@mrmsales.com](mailto:lpssupport@mrmsales.com), please make sure to include your job ID number in the subject line. In order to qualify for a full refund you will need to email us within 7 days of order receipt. We will also require you to return a sample or photographic evidence of the issue. We will notify you of any refund due to you via email within a reasonable period of time and will usually process the refund due to you within 30 days of the day we confirmed to you that you were entitled to a refund. We will refund the price of the defective product in full.

If the packaging of your order has been damaged, please accept the material from the courier and write on the document provided that you have accepted the package subject to checking. Once you have verified damage has occurred to the material inside the package you must call our Customer Service team on 01259 728020 so we can process and reprint your order immediately.

If, when delivered, the printed product cannot be used because there is no packaging or the content are completely ruined, please do not accept the material and mark the refusal on the document

provided by the courier. You must then call our Customer Service team on 01259 728020 to inform us of the issue so we can proceed and reprint your order immediately.

### **Warranty**

We warrant to you that any product purchased from [www.myredkenmarketing.com](http://www.myredkenmarketing.com) will, on delivery, conform (in all material respects) with its description (including any file provided by you), be of satisfactory quality, and be reasonably fit for purposes commonly associated with the product.

### **Our liability**

We will not be liable for losses that result from our failure to comply with the Terms that fall into the following categories (even if such losses result from our deliberate breach):

- a) loss of income or revenue;
- b) loss of business;
- c) loss of profits;
- d) loss of anticipated savings;
- e) loss of data;
- f) waste of management or office time.

Nothing in these Terms excludes or limits our liability for:

death or personal injury caused by our negligence;

fraud or fraudulent misrepresentation;

any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

defective products under the Consumer Protection Act 1987; or

any other liability that it would be illegal or unlawful to limit or exclude liability for.

If we fail to comply with these Terms we shall only be liable to you for the purchase price of the products.

Please note that it is your responsibility to comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### **Our right to vary these terms and conditions**

We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and Terms in force at the time that you order products from us, unless any change to those policies or Terms is required to be made by law or governmental authority. In this 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 email. In this case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the products.

#### **Entire agreement and third party rights**

These Terms (and any document expressly referred to in them) constitute the entire agreement between us and supersedes all previous discussions, correspondence, negotiations, previous arrangement, undertaking or agreement between us relating to the subject matter of any contract. We each acknowledge that in entering into a contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them.

A person who is not party to these Terms or a contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.