

PRINTING TERMS & CONDITIONS

This page (together with the documents referred to on it) sets out the terms and conditions on which we supply any of the printed products "Products" listed on our website www.northstardesign.co.uk & <http://shop.northstardesign.co.uk/> northstar-print and other ordering web platform e.g. interactive price lists, quotes and order forms ("our site") to you. This includes: Printed items, Signage, Exhibition & Display, Promo Items and Scratch cards. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. Please note that we limit our liability at paragraph 14 below.

Should you wish print a copy of these terms and conditions for future reference, press Control + P.

1. Information about us

Our site is a site operated by Northstar Design, a trading style of Northstar Creative Design & Advertising LLP ("we/us/our"). We are registered in England and Wales under company number: OC305530

and our Trading address is: Ground Floor Studio, 3 Cowling Brow, Chorley, Lancashire, PR6 0QE. Our VAT registration number is GB 526 0927 48

2. Your Status

By placing an order through our site, you warrant that:

- 2.1 You are legally capable of entering into binding contracts; and
- 2.2 You are at least 18 years old

3. How the contract is formed between you and us

3.1 Your order constitutes an offer to us to buy a Product, Products or Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by electronic notification at the end of the ordering process (the "Order Confirmation"). We are unable to issue an Order Confirmation until such time as the ordering process is complete. The contract between us ("Contract") will only be formed when we send you the Order Confirmation. Once the Contract has been formed, the terms of the Contract cannot be varied without our prior written consent.

3.2 As the Products will have been made to your specification or personalised by you, you will not have any right to cancel the supply of any of the Products once we have commenced the contract i.e. we have confirmed your order in writing (by email). Once artwork has been uploaded, our automatic processes may make it very hard to cancel your order. If it is possible to make changes, we will need to charge for costs already incurred in production and administration of the order. (subject to a minimum charge of £15+VAT)

4. Material and information provided by you

4.1 Whenever you make use of a feature that allows you to upload material to our site you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such material does comply with those standards, and you indemnify us for any breach of that warranty.

4.2 We shall not be required to print any matter which in our sole and final opinion is or may be of an illegal or libellous or inappropriate nature or an infringement of the proprietary or other rights of any third party, such conditions being

extended to material of an extreme or political nature.

4.3 We reserve the right to refuse to print any matter which in our opinion may be prejudicial or detrimental to the good of Northstar Design.

4.4 We shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material printed for the customer and or their agents. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

4.5 In addition to complying with our Acceptable Use Policy, you agree that all material uploaded by you onto our site will be done at your own risk. You must retain a copy of all material you upload. We expressly exclude all liability for any uploaded material which is lost or damaged during or after the uploading process.

4.6 Failure to follow our site's preparatory instructions for uploading your material may result in Products of poor quality. We accept no responsibility for poor quality Products in those circumstances. Consult our Technical Guides or contact the studio on 01257 786660 for further assistance and advice.

4.7 You must not upload any material that will breach any third party rights to such material unless you have the express consent of the third party. We have the right to disclose your identity to any third party claiming that any material uploaded by you to our site constitutes a violation of their rights.

4.8 We have the right to remove any material uploaded by you or not to fulfil any order if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy. You will receive a full refund of any sums already paid for an order we do not fulfil, less any administration charge or any additional charges on a time and materials basis applied to cover such additional work already carried out.

4.9 You agree only to provide someone else's personal information if they have given you express consent to use it in respect of the Products you have ordered.

4.10 Personal information is processed and stored in accordance with our Privacy Policy.

4.11 We may delete your files stored by us which is inactive for an extended period of time without reference to you. We may change our policies and limits at any time, in our sole discretion, with or without notice to you. To the extent that we are permitted to do so by law, we may delete your material stored by us at any time.

5. Copyright

5.1 Unless negotiated and agreed in writing, the copyright of any artwork and anything else whatsoever prepared, developed or created by Northstar Design shall vest in and belong to us.

6. Artwork Services and Proofs

6.1 Prior to producing the Products, our system will produce an electronic proof of the Product for your approval. You are responsible for approving these proofs. You accept that once you have approved the proof, the Products cannot be changed nor cancelled. We shall have no liability to you for any errors in the proof subsequently discovered by you.

6.2.1 Files supplied must be in PDF format.

6.2.2 Your job will go through our automated system and will only be rejected if we are unable to print your file.

6.2.3 You must ensure that your supplied files adhere fully to our Technical Guides. Every product has different specifications for size and supply of colours, fonts, images and graphics.

6.3 Copy - Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, we shall be entitled to make additional charges on a time and materials basis to cover such additional work.

6.4 Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to Northstar Design's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

6.5 Your statutory rights are not affected by these terms and conditions.

7. Production and Delivery Times

7.1 Production shall be deemed to begin when the following conditions are met: payment has been made, artwork has been uploaded and accepted and the order has been confirmed (except where credit terms have been agreed). If these events take place after 6pm (11am for Same Day Service) on a production day, production will be deemed to begin on the next production day. Your order confirmation will contain an estimated delivery date based upon the nature of your order

7.2 After production, we dispatch all finished orders by courier for next day delivery. Some postcodes, including Northern Ireland (BT), the Scottish Highlands & Islands (AB31-38, AB41-45, AB51-56, FK19-21, HS, IV, KA27-28, KW, PA20-88, PH5-10, PH15-26, PH30-44, ZE), Isle of Man (IM), or Isle of Wight (PO31-41) may take between 3 and 5 working days, and may incur an extra charge.

7.3 Production days are held to be working days: Monday to Friday inclusive unless notified otherwise, e.g. for some UK Bank Holidays.

7.4 Where production is delayed due to exceptional circumstances, we will complete the work as soon as we reasonably can.

7.5 Any carriage arranged by Northstar Design is on the customer's behalf and the printer is not liable for any delays arising out of that carriage.

7.6 Where delivery is not possible as a result of us being provided with the incorrect delivery address details, our delivery service will return the Products to us. We reserve the right to make an additional delivery charge for return and re-dispatch of the Products to the correct delivery address.

7.7 All products will be signed for upon delivery, if anyone other than the intended recipient signs for the product, we will incur no liability provided that parcel was delivered to the address provided by the purchaser.

7.8 Delivery to temporary addresses such as hotels, exhibition and conference centres etc. is entirely at the risk of the customer.

8. Non-Delivery

8.1 You must notify us in writing within 7 days of any failure on our part to deliver the Products in order that we can investigate the failure and take appropriate action.

9. Quantities

9.1 All reasonable endeavours will be made to deliver the correct quantity of Products ordered by you.

9.2 You acknowledge that variations in respect of quantities are inherent within the printing industry.

9.3 Our liability in respect of shortages are as follows:

Quantities	No credit awarded	Pro rata credit awarded	Defective items reprinted
Up to 1,000	Shortage of up to 5%	Shortage between 6% -10%	Shortage of 11% and over
Up to 5,000	Shortage of up to 5%	Shortage between 6%-10%	Shortage of 11% and over
Up to 20,000	Shortage of up to 5%	Shortage between 6%-10%	Shortage of 11% and over
Over 20,000	Shortage of up to 5%	Shortage between 6%-10%	Shortage of 11% and over

9.4 All overs may be kept by you at no additional cost.

10. Quality

10.1 You accept that colour variations are inherent within the printing process for files submitted. You also understand and accept that computer hardware set-ups are such that we cannot guarantee that the Product colours will match those displayed on your computer screen during the ordering process.

10.2 Due to the nature of the printing process, we shall not be required to guarantee an exact match in colour or texture between the printed results and any proof.

10.3 Due to the ink tolerances involved in the four colour printing process, slight variance in finished printed colour is inevitable.

10.4 Pantone spot colour matches cannot be produced using the full colour process.

10.5 Any proofs issued by us are NOT colour accurate and are issued for content checking only. .

11. Price & Payment

11.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

11.2 These prices do not include VAT and extra delivery costs, which will be added to the total amount due as set out in the basket section of the online ordering process. We reserve the right to charge the amount of any taxes, value added tax, duties or royalties etc. which are payable whether or not included on the estimate.

11.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation, except in cases of obvious error.

11.4 All work carried out, Whether experimentally or otherwise, at the customer's request shall be charged.

11.5 Third-party credit card companies will be entitled to store any credit or debit card data if you choose that option when you place your order.

11.6 Where we have agreed credit terms with a customer, we reserve the right to charge interest on overdue debt (invoices not settled within the agreed credit terms) at 2% above the RBS base rate at the time and an administration fee to cover our debt recovery costs.

11.7 In the event of a credit customer becoming unable to service its debts in the ordinary course of business or due to insolvency or has a winding-up petition issued against it or, being a person, has a bankruptcy petition issued against it, without prejudice to other remedies we shall

11.7.1 have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate due debt, and

11.7.2 in respect of all unpaid debts due from the customer have a general lien on all goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price we think fit and to apply the proceeds towards such debts.

12. Our Replacement Policy

12.1 Our Nettl production network and other suppliers are ISO9001 compliant; however, in the unlikely event, that you believe that a Product is defective, we may request that you return the product for our examination.

12.2 Our liability in respect of misprints are as follows:

Quantities	No credit awarded	Pro rata credit awarded	Defective items reprinted
Up to 1,000	Misprints of up to 5%	Misprints between 6% -10%	Misprints of 11% and over
Up to 5,000	Misprints of up to 5%	Misprints between 6%-10%	Misprints of 11% and over
Up to 20,000	Misprints of up to 5%	Misprints between 6%-10%	Misprints of 11% and over
Over 20,000	Misprints of up to 5%	Misprints between 6%-10%	Misprints of 11% and over

13. Claims

13.1 Claims for damage, shortages or non-delivery must be advised via our concerns form within 7 days from the date that the Products were delivered.

13.2 We shall not be liable in respect of any claim unless we are notified in accordance with paragraph 13.1

13.3 We may ask you to send us photographic evidence and a number of samples showing any damage or defects and to retain the Product for 30 days after receipt for the purposes of inspection by ourselves or our agents or representatives.

14. Our Liability

14.1 Our liability in connection with any Product purchased through our site is strictly limited to the purchase price of that Product (including delivery costs).

14.2 We do not exclude or limit in any way our liability:

14.2.1 for death or personal injury caused by our negligence;

14.2.2 under section 2(3) of the Consumer Protection Act 1987;

14.2.3 for fraud or fraudulent misrepresentation; or

14.2.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.3 Whether caused by our negligence, breach of contract or breach of duty, we exclude all liability for:

14.3.1 any direct 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

14.3.2 any indirect or consequential loss or damage of any kind however arising, even if foreseeable.

15. Written Communications

15.1 When using our website, you accept that communication with us will be by electronic means only. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of 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.

16. Events Outside Our Control

16.1 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).

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

16.2.1 strikes, lock-outs or other industrial action;

16.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 impossibility of the use of means of public or private transport;

16.2.5 impossibility of the use of public or private telecommunications networks; and

16.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

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

17. Our Right to Vary these Terms & Conditions

17.1 We reserve the right to revise and amend these terms and conditions from time to time without notice.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order Products 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 7 working days of receipt by you of the Products).

18. Contact

If you have any queries about these Terms & Conditions, or any other aspect of our website, or you have a complaint, please email ideas@northstardesign.co.uk.

19. Law & Jurisdiction

19.1 Contracts for the purchase of Products through our site will be governed by the laws of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

ACCEPTABLE USE POLICY

This page (together with the documents referred to on it) sets out the terms between you and us under which you may access our website www.northstardesign.co.uk, & <http://shop.northstardesign.co.uk/northstar-print> and other ordering web platform e.g. interactive price lists, quotes and order forms (“our site”). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

Should you wish print a copy of these terms and conditions for future reference, press Control + P.

1. Prohibited Uses

1.1 You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

1.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site

2. Suspension & Termination

2.1 We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

2.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

2.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

3. Changes to the Acceptable Use Policy

Any changes we may make to our Acceptable Use Policy will be posted on this page and, where appropriate, notified to you by e-mail. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our site.

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