

Terms and Conditions of Sale

Terms of Sale – M F Birch Ltd Trading as Birch Print, www.birchprint.co.uk, birchmrc.com, birchmrc.co.uk, pitmanmrc.com, marstonsmrc.co.uk, caremarkmrc.co.uk



This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website www.birchprint.co.uk, and other ordering web platform e.g. interactive price lists, quotes and order forms ("our site") to you. 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.

1. Information about us

Our site is operated by M F Birch Ltd Trading as Birch Print ("we/us/our"). We are registered in England and Wales under company number 01840436 and our registered office and our registered address is Heritage House, Cossall Industrial Estate, Ilkeston, Derbyshire DE7 5UD. Our VAT number is 385 2473 31.

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 or Products. 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 begun carrying out the contract i.e. we have confirmed your order in writing (by email). Once artwork has been uploaded, our automatic processes may make it impossible to cancel your order. If it is possible to make changes, a minimum charge of £15+VAT will be applied or we shall be entitled to make additional charges on a time and materials basis to cover such additional work already carried out.

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 Birch Print and/or its agents.
- 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. See our Technical Guide for further guidance 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.



Print Management



Campaign Management



Consultancy



Fulfilment and Delivery



Point of Sale



Direct Mail

birch print
heritage house
cossall industrial estate
ilkeston
DE7 5UD

 0115 951 2468

 info@birchprint.co.uk

 birchprint.co.uk

company reg no: 1840436

- 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 establish policies and limits concerning our storage of material uploaded by you and the amount of any material that may be uploaded. We may delete your material 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.
- 4.12 We reserve the right to reject any paper or other materials supplied or specified by you which we consider to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by us in ascertaining the unsuitability of the materials.
 - 4.12.1 We shall have no liability in respect of any work being of less than reasonably satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by you.
 - 4.12.2 We shall assume that quantities of materials supplied shall be adequate to cover normal spoilage; if the quantities supplied are not sufficient to cover normal spoilage then we shall have no liability for any shortfall in quantity.
- 4.13 The suitability of products for the purpose intended rests solely with the customer and we accept no responsibility for any losses howsoever caused.

5. Copyright

- 5.1 Unless negotiated and agreed in writing, the copyright of any artwork and anything else whatsoever prepared, developed or created by Birch Print shall vest in and belong to us. We may use any artwork or printing produced by ourselves for the purposes of promoting ourselves.

6. Artwork Services and Proofs

- 6.1 Prior to producing the Products, we offer the facility to 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 Should you choose not to receive a proof (with either our File Check or Just Print services), we shall have no liability to you for any errors in the Product subsequently discovered by you.
- 6.3 Should you choose to make use of our Just Print service, you must follow the specific requirements of this service:
 - 6.3.1 Files supplied must be in PDF/x-1a format.
 - 6.3.2 Your job will go through our automated system and will only be rejected if we are unable to print your file. We will carry out no pre-flight or quality checks on your document as these will already have been carried out by yourself prior to submitting the file.
 - 6.3.3 You must ensure that your supplied files adhere fully to our Technical Guide.
- 6.4 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.
- 6.5 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 Birch Print'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.
- 6.6 Company imprint - Unless otherwise specifically requested in writing any work may carry the Birch Print imprint which will be positioned at Birch Print's discretion.
- 6.7 We reserve the right to retain printed copies of work provided for display and marketing purposes.
- 6.8 Y our 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 5pm (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, which is typically the next working day after production is completed.
 - 7.1.1 Unless there are exceptional circumstances, your Products will be dispatched for delivery on the last production day in accordance with the production service chosen by you during the ordering process:
 - 7.1.2 Saver: typically 4 production days.
 - 7.1.3 Standard: typically 2 production days.
 - 7.1.4 Express+: typically 1 production day.
 - 7.1.5 Same Day: typically dispatched on the first production day.
 - 7.1.6 Please note larger quantities and items that require complex finishing - e.g. folding, creasing, binding, stitching, and die-cutting - will require longer production time. We will inform you of the production time for your order at the point of order and delivery date in your confirmation email.
- 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 The responsibility for collection and or delivery of Products lies with the customer. Any carriage arranged by Birch Print 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 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 and the product is subsequently not delivered to the intended recipient, 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 | Missing items reprinted |
|--------------|----------------------|--------------------------|--------------------------|
| Up to 1,000 | Shortage of up to 5% | Shortage between 6% -20% | Shortage of 21% and over |
| Up to 5,000 | Shortage of up to 5% | Shortage between 6%-15% | Shortage of 16% and over |
| Up to 20,000 | Shortage of up to 5% | Shortage between 6%-12% | Shortage of 13% and over |
| Over 20,000 | Shortage of up to 4% | Shortage between 5%-10% | Shortage of 11% and over |
- 9.4 All overages 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 or existing copy so supplied.
- 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 proof copies issued by us are NOT colour accurate and are issued for content checking only.
- 10.6 Our presses are calibrated and tested to ISO 12647-2 standards: any dispute regarding colour will not be withheld if the tolerances of that standard have been maintained. See our Technical Guide for further guidance and advice.

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 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 production facility and systems therein 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% -20% | Misprints of 21% and over |
| Up to 5,000 | Misprints of up to 5% | Misprints between 6%-15% | Misprints of 16% and over |
| Up to 20,000 | Misprints of up to 5% | Misprints between 6%-12% | Misprints of 13% and over |
| Over 20,000 | Misprints of up to 4% | Misprints between 5%-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 dispatched.
- 13.2 We shall not be liable in respect of any claim unless we are notified in accordance with paragraph 13.1 except where you demonstrate to our reasonable satisfaction that it was not possible to comply with this requirement and your claim was made by you as soon as reasonably possible thereafter.
- 13.4 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 us at solutions@birchprint.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 Usage 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.birchprint.co.uk, 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.

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:
 - o any part of our site;
 - o any equipment or network on which our site is stored;
 - o 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.