



## Terms and Conditions

### **1. General**

In these conditions the Seller if not named as Prism Printing we mean Prism Printing Limited.

Standard stock items will mean an item or product that is mass produced for general purchase.

Bespoke and/or printed items will mean items that are made to a customer specifications including but not limiting to prints, leaflets, logos, graphics, vehicle livery and websites.

No variation of these conditions will apply unless agreed in writing by the Seller.

You agree Compunet Systems Limited is only a agent for Prism Printing Limited and not will not be liable for any claim made against Prism Printing Limited what so ever.

### **2. Pricing**

Prism Printing reserves the right to correct or change any price errors or omissions on estimates or invoices that are provided.

All prices are exclusive of VAT unless otherwise stated.

All prices are exclusive of delivery and insurance unless otherwise stated.

Prism Printing reserve the right to charge for and the customer will be responsible for paying any VAT or tax due.

### **3. Settlement / Payment**

Work will be carried out on an order and/or dispatched when payment for said order has been paid for and payment has been cleared by our bank.

Should the customer ask us to suspend or delay goods for any reason Prism Printing will be entitled to charge for storage or materials that were specially ordered to complete the work and would such be unused.

You agree to make all payments due for settlement of orders placed with Prism Printing and/or products/services to our trading company Compunet Systems Limited.

You agree to make payment through one of our payment methods or with cash, our preferred methods are bank transfer, credit or debit card payments.

### **4. Availability**

All goods are offered subject to their and the materials availability.

### **5. Ownership and Title retention**

All work will remain the property of Prism Printing until paid for in full.

Where the customer is in breach of these terms or performs any act of insolvency or bankruptcy Prism Printing will reserve the right to approach the customers' client and offer them the works directly. The fact is notwithstanding that this will inform the customers' client that the client is in breach or default.

### **6. General lien**

In respect to all unpaid debts Prism Printing will have a general lien on all goods and property of the customer in Prism Printings possession and be entitled to dispose of such goods or property after 14 days' notice in any manner and at any price Prism Printing deems fit and apply the funds received towards any outstanding debt and when accounting to the customer for any balance remaining will be discharged from any liability in respect of the goods or property.

### **7. Delivery**

Delivery times are an estimate only and may take longer than expected although Prism Printing will make every effort possible to stick to given delivery times.

### **8. Returns Policy**

**Bespoke and/or printed items are not returnable.**

This does not affect your statutory rights.

**Standard stock items/products (excluding Bespoke and/or printed items)**

Standard items and product returns are accepted under the DSR

#### **Items Faulty on Arrival**

If your items are faulty on arrival, you have 48 hours in which to inform us of the fault. Items should be returned in their original packaging complete with all accessories and documentation. Once we have verified the fault, we'll issue a replacement or full refund to you via your original payment method and reimburse your reasonable return carriage costs. We test returned items, and if a returned item is found not to be faulty by our technicians we will return the item to you, in this instance you will be liable for the return carriage.

#### **Items Faulty in Warranty Period**

If any of your purchases develop a fault, and it's more than 28 calendar days since receipt, then provided your item is within its warranty period, you are entitled to a warranty repair. In some cases, manufacturers provide a specialist full on-site service and/or telephone help facilities for your convenience which we recommend you use in order to correct the fault quickly. For business customers all warranty repairs after 28 days of receipt are referred directly to the manufacturer (unless otherwise stated)

### **9. Cancellation & Refund Policy for Bespoke and/or printed items**

#### **Made to Order items/products (Bespoke and/or printed items)**

The customer will have a 10 day cancellation period on printed and bespoke items on condition that they have not been approved by the customer and have not gone to print or manufacture and not had any special materials purchased for said order.

The customer agrees the right to cancel expires after they have approved the work to go to manufacture and/or print.

Due to the nature of the product (the graphics are custom produced) that Prism Printing produce the Consumer Protection (distance selling) Regulations 2000 (IS 2000 No. 2334) does not give the buyer any rights to cancel any order within the 7 day time frame.

Management may offer refunds at their discretion. Your statutory rights will not be affected.

### **10. Cancellation & Refund Policy for Standard stock items/products**

#### **Standard stock items/products (excluding Bespoke and/or printed items)**

You have the right to cancel the contract at any time up to 10 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

To exercise your right of cancellation, you must give written notice to the Seller by hand/or post, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown on the Sellers website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

Once you have notified the Seller that you are cancelling the contract, the Seller will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods minus a 15% restocking charge.

Except in the case of faulty or misdescribed goods, if you do not return the goods as required, the Seller may charge you a sum not exceeding the direct costs of recovering the goods.

You do not have the right to cancel the contract if the order is for computer software which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned, but with exception to where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

### **11. Delay and Force Majeure**

Prism Printing will not have any liability if it is unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Acts of God, war, legislation, fire, flood, drought, inadequacy/unsuitability of any instructions, any electronic files, data or materials supplied by the consumer, heat or power supply failure, lockout, strike (or any other action taken by employees in contemplation or furtherance of a dispute), or due to any inability to obtain the materials required for the performance of the contract

If such an occurrence were to happen the consumer may (in writing) ask Prism Printing to terminate the contract for the work and pay for work already done and materials used, but subject thereto will otherwise accept delivery when available.

### **12. Loss or Damage in Transit**

Any claim of damage, loss of goods in transit or non-delivery must be made in writing within 3 working days (in the case of non-delivery 5 working days from notification of despatch) must be made to Prism Printing and the carrier.

### **13. Claim (Any Claim for Consequential Loss)**

All other claims must be made in writing within 10 working days of delivery. Prism printing will not be liable unless the above for mentioned terms have been complied with in any case except where the consumer can prove that it was not possible to comply with the terms and the claim was made as soon as possible.

### **14. Specification**

Goods are subject to a continuing process of change and development, therefore goods may not comply with the technical specification described in the Sellers catalogue. The Seller makes no warranty with regards thereto.

### **15. Insolvency**

Prism Printing reserves the right not to proceed further with any contract or work for the customer and will be entitled to charge for work already completed and materials purchased for the consumers work.

These charges will become immediately due as well as any unsettled invoices on the account.

### **16. Preliminary work**

Any work whether experimental or otherwise that is requested by the customer and carried out by Prism Printing will be charged for. Any inadequate image quality, incomplete or incorrect instructions that require extra work will be charged for.

### **17. Proofing and Variations**

Prism Printing will not be held liable for any errors not corrected by the customer and therefore the customer will be charged extra for any alterations. Due to the nature of proofs any supplied by Prism Printing will only be accurate for layout and content and will not be accurate for colour comparison to the finished product unless agreed in writing (requested by customer and agreed by Prism Printing) and therefore will be subject to extra charges for a more specific and exacting colour match on any proofs. The customer accepts that there are inherent variations in printing and agrees that although Prism Printing will make every reasonable effort to obtain the best possible colour reproduction on the customers work but will not be able to guarantee an exact colour or texture match to any work between any photo, transparency, proof, electronic file, print ready file, previously printed work (whether produced by Prism Printing or a third party) or any other material supplied by the customer and the finished product. Any work produced by CMYK (full colour) printing will be understood and accepted that pantone colours (spot colours) will not be accurately produced due to the nature of the print process.

### **18. Customer supplied or specified materials**

It is and remains responsibility of the customer to keep and maintain a copy of any files or pictures supplied to Prism Printing by the customer. Unless it is agreed in writing first Prism Printing will not be responsible to check the accuracy of the supplied file regardless of how it is supplied.

Prism Printing will have no liability to replace or compensate for any loss of any goods supplied by customer to process work as a result of damage.

### **19. Storage and risk**

All property supplied to Prism Printing whether from the customer or on behalf of the customer whilst in transit or in possession of Prism Printing are deemed to be at the customers risk and should be insured accordingly unless otherwise agreed in writing.

### **20. Finished products**

On completion of work Prism Printing will store the customers' materials and work for a maximum of 30 days after which they will be destroyed without any further notification.

### **21. Materials, property and equipment supplied by company**

Any materials, software and/or hardware owned by Prism Printing that are used in the production of electronic files, intermediates and other production processes along with the items produced will remain the exclusive property of Prism Printing. Prism Printing will not be obliged to download, or copy any digital data from our equipment or supply the same to the customer on disc, tape or by any communication link.

### **22. Liability**

As permitted by law where the work is defective for any reason (including negligence) Prism Printings liability will be limited to rectifying the defect or crediting the value of the work against any invoice raised in respect of the work. Where Prism Printing meets its obligations to rectify the work under this condition Prism Printing will not be liable for any loss (direct or indirect), consequential loss and/or third party claims occasioned by the defective work and the customer will not be entitled to any claim in respect of the work. Neither will the customer be entitled to reject the contract, refuse payment or cancel further deliveries. Any defective work must be returned to Prism Printing before any replacement work is despatched or credits issued. If no such works are received by Prism Printing then it will be determined that the works have been accepted by the customer and no credits or replacements will be issued. Prism Printing will not be liable for any loss (direct, indirect or consequential) or third party claim due to delays in completing the work or for any delay in transit regardless of Prism Printing negligence or otherwise

Where Prism Printing offers to replace defective work the customer must accept the offer unless they can show clear reasons for refusal. If the customer decides to have a third party re-do the work then the customer is revoking his right to any remedy including but not exclusively the right to a credit in respect of the work done by Prism Printing

If work is to be forwarded by or on behalf of the customer to a third party the customer will be deemed to have inspected and approved the work prior to forwarding and will have no liability for claims arising subsequent to the third parties processing.

### **23. Illegal Matter**

Prism Printing will not be required to print any matter that is, in its opinion, of an illegal, offensive, libellous nature or is an infringement of any proprietary or third parties property

Prism Printing will be indemnified by the customer in respect of any claims costs and expenses that arise out of the printing for the customer of any illegal or unlawful matter which infringes any copyright or libellous matter. The indemnity will include without limitations any amounts paid on a lawyer's advice in settlement of any such claim that any matter is libellous or any such infringement.

### **24. Copyright**

The customer is responsible to obtain all necessary consents from the appropriate authorities to recreate or reproduce (non-exhaustively) any artwork, photographs; copyrighted text or any like works ('materials') prior to instructing Prism Printing to reproduce the same works. The customer will indemnify and hold blameless Prism Printing against any and all demands, actions, costs, expenses

(which include but are not limited to legal costs and disbursements), losses and damages which arise from, or suffered, or incurred from any reason of any claim (including but not limited to the defence of such a claim) of the reproduction of the 'material' by Prism Printing infringes the rights (intellectual property or other rights) of any third party or misuses the confidential information of a third party.

Any and all design work ordered by the customer and/or originated by Prism Printing will in respect of its material elements and as to the copyright (or design right) belong to Prism Printing.

The customer will have no rights to reproduce or instruct any third party to reproduce any such design work. Any reproduction (whether in whole or part) undertaken without written authorisation by Prism Printing will infringe any copyright and/or design right which may subsist in relation to any design work. The customer may request the copyright and/or design right of the design work which will be transferred to the customer upon receipt of expenses in relation to the aforementioned work.

### **25. Suability of Supplied work**

The customer has the responsibility to check and ensure that any product ordered is and will be suitable. Prism printing will not be held liable if a product ordered is unsuitable for the intended use which include incorrect paper type specified to be processed through any type of printer (laser, Inkjet etc.) or any

similar printing device, label or self-adhesive products (regardless of special requirements i.e. removable) or any products that are to be used with food or food packaging.

Prism Printing will make all reasonable steps to assist the customer in specifying the correct product if requested by the customer.

#### **26. Data Protection**

When placing an order with Prism Printing the customer is consenting to its details being held by Prism Printing for accounting purposes and can be passed to third party contractors when necessary to complete the work (for example couriers for delivery) and the information will be retained by us even after the trading relationship has ended. The customer also agrees that by placing an order or registering on the website (prismprinting.co.uk) they have given consent to their information given being used for marketing purposes so that they may be contacted about any products, services, or special offers that could be of interest unless agreed otherwise. This information may also be passed on to a credit agency pursuant to the above clause.

#### **27. Waiver**

No waiver by the Seller or any breach of the contract by the customer shall be considered as waiver of any subsequent breach of the same of any provision.

#### **28. Proper Law and Jurisdiction**

The proper law of all contracts is English and the customer submits to jurisdiction of the English Courts.

We maintain the copyright in respect of the catalogue. Its whole or partial reproduction is prohibited without prior written consent.

The information contained in this literature is intended only to give a general indication of the products described. Unless agreed to the contrary by the company in writing no representation, particulars or statements made herein shall form part of any contract. Our policy is one of continuous improvement to our products and services. We reserve the right to alter without notice their specification, price or design.

#### **29. Notices**

The terms and conditions may be amended at any time. The up to date version of the terms and conditions can be found on our website (prismprinting.co.uk) or be requested in writing.

Firstly we would like to say thank you for choosing Prism Printing for your printing needs.

A quick brief of the main points of our Terms and Conditions below,

## **Payment Terms and Options.**

All ordered items remain our property until paid for in full and must be paid in full by cleared funds before we start the print work and/or manufacture process.

We accept bank transfer, cheque, postal orders. (We do not start a print job until the funds have cleared.)

## **Terms and Conditions**

We only go to print when you ("customer") have approved the artwork by email to us at [orders@prismprinting.co.uk](mailto:orders@prismprinting.co.uk).

You have the right to cancel up to 10 days after placing the order but this will expire when the work is approved by you for print. This does not affect your statutory rights.

Refunds can only be issued if made within 10 days of the date of the order confirmation and your right to cancel and get a refund expires after you have approved the job for printing and/or manufacture.

Deliveries will be made within 30 days of the artwork approval but we endeavour to dispatch within 24 hours of receiving the artwork approval and will be delivered by carrier which you agree we cannot be responsible for any delivery delays that are outside our control.

Our full terms and conditions can be found on our web site <http://www.prismprinting.co.uk/terms>



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