PRONTAPRINT TERMS AND CONDITIONS OF TRADING

APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all supplies of goods and/or services or any part of either of them provided by Prontaprint to the Client unless otherwise agreed in writing by a duly authorised representative of Prontaprint.

IMPORTANT: REPRESENTATIONS

Prontaprint's employees and agents are not authorised to make any representations in relation to goods or services offered by Prontaprint (unless that employee or agent provides written confirmation that they are a duly authorised representative of Prontaprint).

IMPORTANT: LIMITATION OF LIABILITY

Our national standing as a franchisee of Prontaprint Limited is built upon a reputation for providing a service to the highest competitive standards, but as with all businesses we have to take account of things going wrong. Accordingly these terms and conditions do limit our liability in such events. It is important that you read and understand these limitations of liability as contained in these terms and conditions.

1. QUOTATIONS

(A) Any quotation given by Prontaprint will only be binding if given in writing on Prontaprint notepaper (by a duly authorised representative of Prontaprint) and the quotation has not expired. A written quotation will be based on samples and materials provided and on the basis of instructions given by the Client. Prontaprint reserve the right to amend any quotation given to reflect any incomplete inaccurate or changed instructions or samples or materials given by the Client. Any verbal quotation is an estimate only and will not be binding unless and until confirmed by Prontaprint in writing. Any quotation is valid for a period of 14 days only from its date of issue by Prontaprint, (provided that Prontaprint has not previously withdrawn it and subject to the provisions of condition 2 below) and shall be deemed to be an offer by Prontaprint to provide goods and/or services upon these terms and conditions to the Client. Any order made in respect of a written quotation shall be deemed to be an acceptance of the offer set out in that written quotation by the Client.
(B) The Client must ensure that any quotation it wishes to accept, its order and any applicable specification are complete and accurate. The quantity and description of the goods or services shall be as set out in Prontaprint's written quotation or the Client's order as accepted.
(C) (i) Subject to condition **4(B)** a Business Client (a Client who is dealing with Prontaprint in the course of its business) may not cancel an order which Prontaprint has accepted except with the agreement in writing of Prontaprint and any Client cancelling any order hereby agrees to indemnify Prontaprint in full against all losses (including loss of profits), costs (including the costs of all labour and materials used until the date of cancellation), damages, charges and expenses incurred by Prontaprint as a result of the cancellation.
(ii) Prontaprint may cancel an order at any time prior to delivery upon notice to the Client whereupon a refund of any monies paid for the relevant goods and/or services will be promptly made.

PRICE

(D) The price payable will (subject to condition 2) be as stated in Prontaprint's written quotation and/or the order as accepted.
(E) The price payable (unless specifically stated otherwise) is exclusive of:
(i) any costs of packaging and carriage of goods; and
(ii) any value added tax or other applicable sales tax or duty; which shall be added to the sum in question.

PRELIMINARY OR PREPARATORY WORK

(F) For the avoidance of doubt, all works services or goods supplied at the Client's request including work and/or services of a preliminary or preparatory nature unless specifically stated otherwise are provided on the basis that they will be charged for.

2. PRICE VARIATIONS

(A) If there is any increase or decrease in the cost to Prontaprint in providing/fulfilling the order due to:
(i) any factor beyond the reasonable control of Prontaprint, this includes (without limitation) increase in the cost of materials and other production costs;
(ii) any change in delivery, dates, quantities or specifications for the Order requested by the Client;
(iii) any delay caused by any instructions of the Client or failure of the Client to give Prontaprint adequate information or instructions or a failure by the Client to take delivery;
(iv) any corrections, amendments and alterations in style or content to material provided by the Client, other than typographical errors of Prontaprint, and for additional proofs necessitated thereby;
(v) additional costs incurred as a result of materials provided by the Client proving unsuitable; the price/quotation shall be recalculated to take account of the resulting increased or decreased cost of meeting/fulfilling the order.
(B) Notwithstanding the provisions of condition **2(A)** above:
(i) in the case of Business Clients, Prontaprint shall seek to notify the Client of the amount of any increase as soon as reasonably practicable. The Client shall have the right to cancel the Order if the reason for the price increase is as set out in paragraph **2(A)(i)** and the price is increased by more than 10% provided that notice of cancellation is given by the Client as soon as reasonably practicable on receiving notice of such increase, but the Client shall pay Prontaprint on a pro rata basis calculated on the basis of the costs and fees originally agreed for any part of the works which have been completed at the time of the cancellation of the Order. If the reason for the increase is as set out in paragraph **2(A)(ii)**, **(iii)**, **(iv)**, **(v)** above the Client may cancel if the price increase is more than 20% and the pro rata costs to be paid by the Client shall be calculated on the basis of the increased costs; and
(ii) in the case of all Consumer Clients, the relevant price/quotation shall only be adjusted upwards if, before Prontaprint has incurred the additional cost, it has notified the Client in writing of such an increase and has given the Client the right to withdraw from the order within 3 days of receipt of such notice in default of which it shall be deemed to have accepted the revised price and Prontaprint shall be entitled to invoice the Client for all works services or supplies carried out and/or made before the date of such cancellation.

3. PROOFS AND ERRORS

Proofs are available for the Client's approval on request. No responsibility or liability will be accepted by Prontaprint for:
(i) any errors not corrected by the Client after inspecting the proofs or where the Client declines to make such request; or
(ii) any work for which the Client has given instructions which requires or allows Prontaprint to exercise a degree of artistic licence; and the Client shall not be entitled to reject such work although Prontaprint shall rectify any such error at the Client's cost.

4. DELIVERY, PAYMENT AND RISK

(A) Delivery of the goods and/or provision of the services shall be made at the Prontaprint Centre (the Prontaprint outlet which accepted the order) or such other place as agreed by the parties in writing. The Client will take delivery of the goods and/or services within 7 days of Prontaprint giving it notice that the goods and/or services are ready for delivery/completed.
(B) Any dates specified by Prontaprint for delivery of the goods or performance of the services are approximate only and may not be made of the essence unless specifically agreed by Prontaprint as such in writing. If no dates are specified, delivery will be within a reasonable time.

IMPORTANT

(C) Subject to the other provisions of these conditions Prontaprint shall have no liability to the Client for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or provision of the services (except in the case of Consumer Clients if caused by Prontaprint's negligence or breach of contract) or in the case of Business Clients the delay has been caused by Prontaprint's failure to use its reasonable commercial endeavours to comply with delivery dates specified by the Client.
(D) In the case of Business Clients, any delay or failure in delivery or performance will not entitle the Client to cancel the order unless and until the Client, has given 7 days written notice to Prontaprint requiring delivery or performance to be made within a reasonable period (and in the case of Consumer Clients if they have given reasonable notice to Prontaprint requiring delivery or performance to be made within a reasonable period) and Prontaprint has not fulfilled the delivery or performed within that period. If the Client cancels the order in accordance with this condition **4(D)** then
(i) Prontaprint will refund to the Client any sums which the Client has paid to Prontaprint in respect of that order (or part of order) which has been cancelled; and
(ii) the Client will be under no liability to make any further payments under condition **4(F)** in respect of the order (or part of order) which has been cancelled.
(E) If the Client fails to take delivery of goods when they are ready for delivery or to provide any instructions, documents or authorisations required to enable the goods to be delivered on time (except where Prontaprint is at fault) risk in goods will pass to the Client and the Client hereby agrees to fully insure the same, the goods will be deemed to be delivered and (without prejudice to its other rights) Prontaprint may store or arrange for the storage of the goods until actual delivery and charge the Client for all related costs and expenses (including, without limitation, storage and insurance) it incurs.
(F) Prontaprint may invoice the Client:
(i) for goods provided when or at any time after notifying the Client that the goods are ready for delivery;
(ii) for services provided on or at any time after performance of the services commences;
(iii) notwithstanding the provisions in conditions **4(F)(i)** and **(ii)**, in the event that an order is suspended or delayed as a result of any act or omission on the part of the Client for a period in excess of thirty days, for any part of the order which has been processed/delivered and/or performed.
(G) Payment is due in pounds sterling, or such other currency agreed in advance by Prontaprint in writing, immediately after issue of such invoice and Prontaprint shall be entitled to recover the payment notwithstanding delivery may not have taken place and legal title has not passed to the Client (except in the case of approved credit account Clients with whom alternative arrangements have been agreed in writing by Prontaprint). Time of payment shall be of the essence.
(H) For Business Clients Prontaprint may deliver goods in separate instalments and/or perform any services in stages. Each separate instalment or stage shall be invoiced and paid for in accordance with the provisions of these terms and conditions. Each instalment or stage shall be a separate contract and no cancellation or termination under clause **4(D)** of any one contract relating to an instalment or stage shall entitle the Client to repudiate or cancel any other contract, instalment or stage.
(I) All sums payable to Prontaprint under any order shall become due immediately upon termination/cancellation of the order.
(J) All payments to be made by the Client under the order shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
(K) If the Client fails to make any payment when payment is due then without prejudice to any other right or remedy available to Prontaprint, Prontaprint shall be entitled to:
(i) cancel the order or suspend any performance of the order;
(ii) appropriate any payment made by the Client as Prontaprint may think fit (notwithstanding any purported appropriation by the Client);
(iii) charge the Client with all costs and expenses involved in collecting the overdue payment together with interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month above Barclay's Bank plc base rate or such higher rate as provided for by legislation from the due date until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).
(iv) sell all items held by Prontaprint and which belongs to the Client;
(L) Legal title in the Goods shall not pass to the Client until Prontaprint receives payment in full (in cash or cleared funds) of all sums whether in respect of the goods, services or otherwise due owing or incurred including VAT. Until legal title passes the Client shall hold the goods on a fiduciary basis as Prontaprint's bailee and shall store the goods (at no cost to Prontaprint) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as Prontaprint's property. Where the Client's right to possession has terminated the Client grants Prontaprint, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored to recover them. On termination of the contract, howsoever caused, Prontaprint's (but not the Client's) rights contained in this condition 4 shall remain in effect.

5. WARRANTY

(A) Where Prontaprint is not the producer of the goods ordered or provider of the ordered services Prontaprint will endeavour to transfer to the Client the benefit of any warranty or guarantee given to Prontaprint.
(B) Prontaprint warrants that (subject to the other provisions of these terms and conditions) upon delivery:
(i) any goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and
(ii) any services will be performed by appropriately qualified and trained personnel, with reasonable care and diligence
(C) The Client warrants to Prontaprint that it owns all materials provided to Prontaprint and all intellectual property rights in them and that the materials provided by the Client do not infringe any intellectual property rights of any third party and would not, if used in or in relation to the sale of any material to be produced by Prontaprint or the provision of any service infringe any intellectual property rights of any third party.
(D) Upon delivery the Client shall be required to check the goods and/or services immediately for any immediately apparent defects. Prontaprint shall not be liable for a breach of the warranty in condition **5(B)** unless the Client gives written notice of any apparent defect to Prontaprint within 7 days of the date of delivery and Prontaprint is given a reasonable opportunity after receiving the notice of examining such goods and the Client (if asked to do so by Prontaprint) returns such goods to Prontaprint's place of business for the examination to take place there.
(E) If the Client makes a valid claim against Prontaprint based on a defect in the quality of goods, Prontaprint shall at its option repair or replace such
goods (or the defective part), or refund the price of such goods at the relevant proportion of the price paid or payable. If Prontaprint complies with this condition it shall have no further liability for a breach of warranty in
condition **(B)** in respect of the quality of such goods.
(F) If the Client is dealing as a Business Client:
(i) to the maximum extent permissible in law, all conditions and warranties which are implied by statute or otherwise by general law into this contract in relation to goods or services or supplies are hereby excluded;
(ii) Prontaprint shall not be liable to the Client by reason of any representations (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claim for compensation whatsoever (whether caused by Prontaprint's negligence or otherwise) which arise out of or in connection with the supply of goods or services or supplies.
(G) If the Client is a Consumer Client and goods and/or services are provided to the Client then
(i) to the maximum extent permissible in law, all conditions and warranties which are implied by statute or otherwise by general law into this contract in relation to goods or services are hereby excluded;
(ii) under no circumstances shall Prontaprint be liable for any business related loss (which includes without limitation, any loss of contracts, loss of profits, loss of revenue or loss of anticipated savings in expenditure) as a result of either Prontaprint's breach of contract or Prontaprint's negligence or otherwise.
(H) Nothing in conditions **5 (F)** or **(G)** excludes, or attempts to exclude, Prontaprint's liability in respect of death or personal injury caused by Prontaprint's negligence.
(I) The total liability of Prontaprint to the Client in contract, tort (including negligence or breach of statutory duty), statute or otherwise (other than for death or personal injury arising due to the negligence of Prontaprint, its employees or agents), in connection with the performance or contemplated performance of the order shall be limited for Business Clients to the price quoted and for Consumer Clients to twice the price quoted.

6. CLIENT'S OWN MATERIALS

(A) Prontaprint may reject any unsuitable materials (including without limitation any paper, plates, computer disks or CD-Roms) supplied or specified by the Client and Prontaprint reserves the right to refuse to undertake any works, services or supplies which infringes or appears to infringe the copyright or other intellectual property rights of any third party or which in its opinion contains any material which is an any way unlawful.
(B) Any Client's artwork or other materials supplied to Prontaprint remain at the Client's risk and Prontaprint accepts no liability for damage, destruction or loss thereof. In the case of Consumer Clients, Prontaprint agree to take reasonable care of such art work or other materials while the same are in their possession although it is the responsibility of the Client to ensure that such items are covered by their own insurance.
(C) Prontaprint shall have a lien over any materials supplied to it by the Client against payment of all monies due to it by the Client from time to time and shall be entitled (if any sum is not paid on the due date) to dispose of such property as Prontaprint shall in its discretion think appropriate towards settlement of the sums due, subject to reasonable notice having been given to the Client of their intention to dispose of such property.

7. COPYRIGHT

(A) The Client warrants that any design or other material furnished by it or any design material created by Prontaprint pursuant to the Client's instructions is and/or will not defamatory or obscene or be such as will cause Prontaprint to infringe any intellectual property rights of any third party or any legislation for the time being in force in the United Kingdom in the performance of the order.
(B) In the event that the Client has requested the production of original design work Prontaprint may engage the services of third party designers in producing such supplies, works or services.
(C) In the event that Prontaprint are required to provide original design work under Prontaprint's Creative Solutions® Plan or otherwise (whether or not such original artwork incorporates the Client's materials):
(i) all proofs or preliminary design work remain Prontaprint's copyright at all times and may not be used or re-produced by the Client in any form in whole or in part;
(ii) upon the final proof and/or design being agreed, the final proof and any part of the final proof, remain Prontaprint's copyright until Prontaprint have been paid in full for providing the original design work and the Client may not use or reproduce in whole or in part the original design work until full payment is made to Prontaprint.
(D) Upon receipt of full payment:
(i) in the event that Prontaprint has created the original design work Prontaprint shall assign to the Client copyright in such work;
(ii) the Client shall provide irrevocable authorisation to Prontaprint to use the original design work for any business promotional purposes of the Prontaprint business only;
(ii) in the event that Prontaprint has engaged third party designers to produce the original design work and where that third party designer has assigned copyright in such work to Prontaprint, Prontaprint shall grant a non-exclusive royalty free licence of the copyright in the original design work to the Client but cannot warrant that the designer who is commissioned to produce the work will not offer such work or any part of it to any third party.
(E) The Client shall fully indemnify Prontaprint in respect of all costs, claims, liabilities and expenses (including any amount paid in settlement on legal advice and Prontaprint's own legal costs) arising from any breach of the Client's warranty in clause **7(A)**.
(F) The Client shall promptly notify Prontaprint in the event of any claim being made or action brought against a Client arising out of a breach of the Client's warranty in clause **7(A)**.

8. DATA PROTECTION

(A) The Client warrants, in compliance with the Data Protection Act 1998, and any other relevant legislation, that it has obtained all necessary consents from data subjects for the use of such data subjects' personal data which it requires Prontaprint to process in the provision of goods and/or services.
(B) Prontaprint shall only process such personal data for the purpose of providing the services and/or goods in respect of the order.

9. SCANNING AND ARCHIVING

The client having been advised to retain hard copies of all documents and seek advice from its appropriate professional advisors prior to the destruction of any original documentation , the Centre Owner shall not be liable for any loss suffered by the Client by virtue of the Product supplied by the Centre Owner being inaccurate, contained defects or being erased unless such loss arises by virtue of the Centre Owner's negligence and/or breach of contract.

10. INSOLVENCY

The order will terminate immediately should the Client become insolvent, fail or become unable or admit in writing their inability to pay their debts, institute or have instituted against them proceedings seeking a judgement of insolvency or bankruptcy; have a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrative receiver or similar official in respect of its assets; enter into any arrangement or composition with its creditors; cease or threaten to cease to carry on any significant part of its business; suffer a change of management or ownership which Prontaprint deems to be against its interests;

11. TERMINATION

(A) Any Order may be terminated by either party at any time by notice in writing if the other party, being an individual or partnership has a statutory demand or bankruptcy petition issued against him or any partner or applies to the court for an interim order under the Insolvency Act 1986 or makes a proposal for an individual voluntary arrangement under that legislation or being incorporated:- goes into compulsory or members voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose; or has an administrative receiver or receiver appointed over all or any part of its assets or undertaking; or is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any of its assets; or has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself; or has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 from time to time; or ceases or threatens to cease to carry on business; or gives the terminating party reasonable grounds for believing that it (the other party) is unable to meet its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 as amended.
(B) If the Client is in breach of any of its obligations under these terms and conditions then Prontaprint may without prejudice to any of its other rights immediately suspend the performance of any order placed by the Client and shall be entitled to charge the Client, and the Client shall immediately become liable to pay, for any works, services and supplies already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Client.

12. WAIVER

Failure or delay by Prontaprint to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

13. ILLEGALITY AND SEVERANCE

If any provision of these terms and conditions is held by an competent authority to be invalid or unenforceable in whole or in part then that provision shall, to the extent required, be severed from the order and shall be ineffective without as far as possible modifying any other provision or part of the order and this shall not affect any other provisions of the order which shall so far as is reasonably possible remain in full force and effect.

14. ENTIRE AGREEMENT

(A) These provisions constitute the entire agreement between Prontaprint and the Client and replace all prior agreements, understandings, statements and communications between Prontaprint and the Client, unless agreed in writing and signed and dated by both parties as a variation to these provisions.
(B) The Client acknowledges that he has not relied on any representations or warranty not contained in these Conditions.
(C) It is expressly provided that nothing in these Conditions shall exclude any liability of Prontaprint for fraudulent misrepresentations.

15. FORCE MAJEURE

Prontaprint will make every effort to carry out the Client's instructions and the order but shall be under no liability if unable to carry out any provision of the order for any reason beyond Prontaprint's reasonable control (without limiting the foregoing) including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any other cause beyond Prontaprint's reasonable control. During the continuance of such instance of Force Majeure the Client may by notice in writing to Prontaprint elect to terminate the order and pay for works, services and/or supplies provided or used up to such notice but subject thereto shall otherwise accept delivery when available.

16. SUB-CONTRACTING

Prontaprint may assign, licence or subcontract all or any part of its rights or obligations under the order.

17. GOVERNING LAW

The formation, existence, construction, performance, validity and all aspects whatsoever of the order or of any term of the contract shall be governed by English Law. The English Courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the order.

18. CONSUMER RIGHTS

These terms and conditions do not and will not affect the statutory rights of a Consumer Client. No provision which would be void by virtue of Sections 6 or 20 of the Unfair Contract Terms Act 1977 (as amended) or by virtue of the Unfair Contract Terms in Consumer Contracts Regulations 1994 shall apply to any order made by a Consumer Client.

19. THIRD PARTY RIGHTS

No person who is not a Client shall have any rights pursuant to the Contracts (Rights and Third Parties) Act 1999.

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All are used under licence. Each centre is individually owned and operated under franchise from Prontaprint Limited.

Credit Account Application Form

Design | Print | Display | Direct Mail | Finish

prontaprint...trusted to deliver, every time.

Credit Account Application

Please complete all sections in type or block capitals.
Failure to do so may result in the delay of this application.

Date: .....

Amount of credit required: .....

Full Trading Title (state if Limited Company):	
Business Address (if Limited Company give registered office):	
Company Registration No:	
Type of Business:	
How long has the business been trading?	
Buying Contact (Mr/Mrs/Miss):	Tel No.: Fax No.:
Accounts Contact (Mr/Mrs/Miss):	Tel No.: Fax No.:
If not a Limited Company, please give the names and addresses of the principals/partners:	
Invoice address if different to the above:	
Previous address if principals/partners have been resident less than 3 years:	

Bank Name and Address:	
Account No:	
Trade Reference 1 (Name and Address):	
Credit Limit:	Contact:
Trade Reference 2 (Name and Address):	
Credit Limit:	Contact:
I/we certify that the information supplied is correct and have read and accepted the 'Terms and Conditions' printed overleaf. I/we have no objection to Prontaprint taking the necessary steps to validate the information supplied.	
Signature:	
Name (in Capitals):	
Position:	

For Office Use Only			
County Court Judgements:			
Trade References:	Good:	Fair:	Bad:
Reference:			
Authorised By:			
Account No:			
Date of Acceptance:			
Credit Limit:			
Notes:			