

Important Notice

Orders will be processed exclusively on the basis of the following general terms and conditions ("Conditions") of Secprint Limited. Secprint Limited products are not intended for individuals under 18 years of age.

Your use of our Website to buy products and services ("Products") from us is governed by these Conditions, our Website's Terms of Use and our Privacy Policy, which you must read and agree to before placing an order.

General Information about us

Our name:

Secprint Limited

Alexandra Centre, Rail Mill Way, Parkgate, Rotherham, S62 6JE

Tel: 01709 780008 Fax: 01709 780909; E-Mail: info@secprintdigital.co.uk;

Web: www.secprintdigital.co.uk

VAT registration number 716231168.

We are a limited company registered in England and Wales under company registration 3624012

We do not belong to any trade organisations, professional bodies or supervisory authorities, nor do we subscribe to any particular codes of conduct.

I. How to make a Contract with us

1. These are the steps you need to take to conclude a Contract with us.

(A) Check variable information such as prices.

2. Note that this variable information is known as an "invitation to treat" and not a contractual offer from us which you may accept. This means we reserve the right to correct any errors in that information without any liability to you. It also means that in no circumstances will we be contractually bound to supply you with Products on the basis of any incorrect information, even if that information is repeated in your offer to us ("Order").

(B) Make sure you read and understand our terms.

3. It is your responsibility to read the legal terms on our Website carefully and to raise any problems with us before you place your Order. That includes these Conditions, our Terms of Use and our Privacy Policy.

4. Please note that our Website is intended for customers within the territory of the United Kingdom only and we will therefore not accept Orders from customers outside the United Kingdom. You may further not use our Website to place Orders if you are under 18 years of age. If you accept the legal terms referred to in Condition I.3 on behalf of a corporate buyer, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in those legal terms.

(C) Complete your Order.

5. You will be responsible for selecting the Products you wish to buy, for supplying and maintaining a functioning e-mail address, your delivery address, for telling us how you wish to pay and for giving us any other information we request to enable us to fulfil your Order and comply with the Contract. All information you submit to us must be adequate, relevant, accurate and up to date.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE III OF THESE TERMS.

6. You may pay online by credit/debit card as set out on our Website.

7. When you have completed your Order, you will be shown a copy on screen. It is your responsibility to check your Order carefully to identify any errors and to correct them prior to placing your Order. The Website allows you to cancel your draft Order, and to edit any details and once you have finished checking and correcting your Order, please print out a copy before placing it.

(D) Place your Order

8. You may place your Order by clicking on the relevant button.

9. We will acknowledge receipt of your Order on the Website and by e-mail, in each case promptly. This is not our acceptance of your Order, but a confirmation of its receipt.

(E) Wait for our Acceptance of your Order.

10. You may not assume we have accepted your Order until we send you an acceptance in electronic form ("Acceptance"). Only if and when you receive our Acceptance will we have made a binding legal Contract with you.

11. If you pay by credit or debit card or by using the pre-payment option described on our Website, you may receive an acknowledgement from our payment processor, advising you whether or not your payment has been authorised. This acknowledgement relates to your payment only and is not our Acceptance of your Order.

12. We will be entitled to refuse to accept your Order if in our sole discretion we consider it necessary. If that happens we will let you know as soon as we can. If we accept your Order, we will send you an Acceptance promptly.

II. Other information about the Contract

1. We can only conclude the Contract with you in English, and not in any other language.
2. The Contract between us will consist of (1) these Conditions, (2) your Order and (3) our Acceptance. There can only be a Contract between us if all these elements are present.
3. Subject to the elements described in Clause II.2. being present, the Contract will come into effect on the date of our Acceptance.
4. The Products we supply to you shall be subject to any restrictions set out on our Website or in the Contract.
5. We will not file the concluded Contract between us on line and you should therefore print out and retain copies of each element of the Contract.
6. You may cancel an Order that we have accepted or cancel the Contract only in accordance with clause VI of these Conditions.
7. These Conditions shall take precedence over and exclude any other terms and conditions you seek to impose.
8. We may update or change these Conditions from time to time without notice and the date of the most current version is that set out at the top of these Conditions. You must read them each time you place an Order with us through our Website.
9. We also reserve the right to make any changes without notice to our Terms of Use, our Privacy Policy, other information on our Website and the specification of the Website in order to comply with any applicable legal or regulatory requirements, in the interests of good business practice, or to improve the design or functionality.

III. Printing data, Obligation to review

1. You must ensure that the information and data concerning the printing of the Products ordered by you ("Printing Data") which you submit to us complies with the format requirements ("Format Requirements"). We will not accept any responsibility or liability for any colour variations, irregularities or other defects whatsoever of the Products ordered by you which are caused as a result of your Printing Data not complying with the Format Requirements.

IV. Price of the Products and Payment

1. The price payable for the Products will be calculated in Pounds Sterling.
2. The prices on our Website are exclusive of Value Added Tax ("VAT") and further include the costs of packaging and delivery within the United Kingdom. Any bank charges incurred by us (if any), including, without limitation, bank charges for refunds (if any) shall be for your account. We will only make any refunds if you provide us with correct and functioning bank account and sort code details.
3. If you obtain a price quotation on our Website in respect of an Order, such price will remain valid for a period of 14 days provided that during such period the Order in respect of which the price quotation has been obtained remains unchanged and subject to our right to correct prices in accordance with Clause 1.2 of these Conditions.
4. We will send you an invoice by e-mail in respect of the fee for the Products ordered. If payment is not made immediately through credit / debit card or by way of prepayment as per our Website any invoiced amount will become due and payable immediately upon delivery of the Products.
5. Subject to our obligation to supply the Products at the price stated in a Contract and subject to clause IV.3 we reserve the right at any time to increase the list prices of the Products and to change the range of Products available. We will endeavour to give you as much notice as we can of changes to the range and any increase in prices.
6. You will not be entitled to alter an Order after it has been accepted by us. If you request any alterations to an Order accepted by us, we reserve our right to either reject such alterations, or if acceptable to us, to charge you for any additional work undertaken by us and any costs and expenses (including, without limitation, any machine down-time or extra time) incurred as a result of such alterations at our standard rate of £35 per hour excluding VAT (minimum chargeable period is 15 minutes) or at such other rate or price then agreed with you in respect of the requested alteration. Any such agreement shall only be binding on us if expressly confirmed by us in writing.
7. We will charge you at our standard rates set out on our Website for any samples, drafts, specimen and any changes of any data requested by you.
8. In the event of exceptionally large orders, or if we have reason to believe that you may be or become unable to fulfil your payment obligations to us, we might at any time before or after the conclusion of a Contract ask you for adequate payment in advance.

9. If you fail to make any payment (including any payment in advance requested by us) on the due date then, in addition to any other right or remedy available to us, we shall be entitled to:

(a) cancel the Contract or suspend any further production of Products and deliveries to you;

(b) appropriate any payment made by you to such of the Products (or Products supplied under any other Contract with you) as we may think fit; and

(c) charge you interest (both before and after judgment) at a rate of 8% above interest base rate of HSBC Bank Plc from time to time until payment is made in full.

10. In addition to the remedies in Clause IV.9., we will have a lien over any materials, documentation and information supplied by you until full payment of any sums owed to us under any Contract has been received.

V. Delivery Policy

1. The Products you order will be delivered within the territory of the United Kingdom (except Jersey, Guernsey, Sark, Alderney, Herm and Gibraltar) to the address you give when you place your Order. We will not deliver to any location expressly excluded on our Website and outside of the United Kingdom.

2. If there is no one at the address given who is competent to accept delivery of the Products (all Products must be signed for on delivery by an adult aged 18 years or over), you will be notified that an attempt to deliver the Products was made and you will be given the option to either arrange for a further delivery at your cost, or to collect free of charge the Products from the nearest depot of our freight forwarder.

3. Every effort will be made to deliver the Products as soon as possible after your order has been accepted and in any event within 30 days from receipt by us of all information we require from you in order to complete your Order. Delivery dates shall only apply if these have been expressly confirmed by us by e-mail or otherwise in writing. However, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery or if such delay is caused by you.

VI. Cancellation Policy

1. We shall be entitled to cancel your Order and any Contract if:

(a) in our reasonable opinion the Product or any of its contents are of an illegal, offensive or libellous nature, or

(b) you order Products that become unavailable, in which case we are not obliged to provide substitute Products or substitute services but shall inform you of the unavailability, or

(c) you do not pay us the price due for the Products by the due date; or

(d) the Printing Data does not comply with the Format Requirements (the terms "Printing Data" and "Format Requirements" are both defined in clause III of these Conditions) and you either fail under clause III of these Conditions within a reasonable time after being requested by us by e-mail to submit suitable Printing Data or to provide us with your instructions to proceed with your Order using the Printing Data submitted by you.

2. You acknowledge that the Products are of a bespoke nature made to your order. Therefore you will not be entitled to a "Cooling-off Period" during which you can cancel the Contract and return any Products ordered without incurring liability for the agreed price for the Products.

3. Notwithstanding clause VI 2, you may cancel an Order after it has been accepted by us until shipment of the ordered Products by giving notice to us in which case you will be liable to us for all our costs incurred through our performance of your Order up to and including the date of your cancellation (such costs will be visible for you in your designated customer area on our Website), but in any event your minimum liability in the event of your cancellation shall be 20% of the total price agreed to be payable for your Order.

VII. Confidential information

You should be aware that with the exception of credit or debit card numbers and the information we specifically request of you to enable us to enter into a Contract with you, we do not wish to receive any information of a confidential or proprietary nature from you through this Website and any such information you send to us will be deemed by us not to be confidential in nature.

VIII. Storage

Any materials, documentation and information supplied by you under any Contract will (unless agreed otherwise) be stored by us only until the date of delivery of the Products you have ordered, after which they will be destroyed without further notice to you.

IX. Business to Business Transactions

In business-to-business transactions ("B2B") we will apply established trading practices of the printing industry and in particular (without limitation) will not release any tools or equipment or raw materials (other than samples of the Products Ordered) to you until full payment of the price for the Order has been received by us in cleared funds.

X. Data Protection

1. We will take all reasonable precautions to keep the details of your Order and payment secure, but unless we are negligent, we will not be liable for any unauthorised access to information supplied by you.

2. We will use the information you provide about yourself for the purpose of fulfilling your Order and always in accordance with our Privacy Policy, unless you agree otherwise. We would like to notify you of our products we offer that may be of interest to you from time to time. If you would NOT like to be notified of these, please send an e-mail to info@secprint.co.uk. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to us at the address, fax number or email address shown on our Website.

XI. Indemnity

You agree to indemnify us and hold us and our employees harmless from any claim or demand, including reasonable legal fees, made by a third party that the Products or their contents infringe the patent, copyright, design, trademark or any other right of such third party.

XII. Termination of Contract

We may terminate any Contract forthwith on giving notice to you if you fail to comply with any term or condition of any Contract, or if you become bankrupt or (being a company) enter administration or go into liquidation or cease or threaten to cease to carry on business.

XIII. Limitation of Action

If you are a business customer, you hereby agree that any claim you may have against us arising out of or in connection with any Contract shall become time barred unless proceedings are commenced against us in a court of competent jurisdiction within 12 months from the date of delivery of the Products to you.

XIV. General

1. Any notice which is given under these Conditions shall be either by electronic communication or if by you, by pre-paid recorded delivery, addressed to us at the address in these Conditions and if by us by first class post addressed to you at the delivery address on your Order. Legal proceedings must be served by first class post or pre-paid recorded delivery only.

2. Any electronic communication, including your Order, our acknowledgement of receipt of your Order and our Acceptance shall be deemed to be received by us when we are able to access it and by you on the date the electronic communication has been sent by us.

3. You will be responsible for providing and maintaining at all relevant times a properly functioning e-mail address and (without limitation) it will particularly be your responsibility to ensure that your spam filter and/or other e-mail settings do not prevent receipt of or distort any electronic communications from us. Unless you notify us otherwise, we will use your e-mail address for any correspondence with you. With the exception of death and personal injury caused by our negligence, we shall not be liable for any losses or damages suffered by you as a result of your failure to comply with this clause.

4. If we choose to ignore a breach by you of these Conditions on one occasion, we may still take issue with you if you are in breach of the same or any other Condition after that.

5. If a court decides that any of these Conditions is legally unacceptable or ineffective in whole or in part, that shall not affect the other Conditions or part Conditions.

SECPRINT LIMITED WEBSITE TERMS AND CONDITIONS OF USE

Access to and use of this site is provided by SECPRINT LIMITED subject to the following terms and conditions. Please read these terms and conditions carefully. They are important. "We" and "us" means SECPRINT LIMITED (company number 3624012) registered office at :- Unit 24, Alexandra Centre, Rail Mill Way, Parkgate, Rotherham , South Yorkshire, S62 6JE, United Kingdom. ("Secprint") and "you" means the user. Vat registration number – 716231168

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The information you provide to us at our request will be kept confidential and used according to the Data Protection Principles of the Data Protection Act and in accordance with our Privacy Policy. Other websites may be accessed through the Site. The privacy and information practices of those other websites are not covered by our Privacy Policy. We reserve the right to monitor all connections made to the Site so as to analyse Site traffic. The results of any such analysis are not available to you.

Warranty

We will use reasonable skill and care in carrying out our responsibilities to you set out in these Terms. But we provide this Site and its contents on an "as is" basis and we make no warranty or representation about it or its content or its performance. In particular, whilst every effort is made to ensure the accuracy of information on the Site, we cannot be responsible for its use or misuse and how it is interpreted. So all obligations implied by statute or otherwise by law are hereby excluded to the extent permitted by the law. In particular (but without limitation) we do not warrant or represent that the Site will be error free or that it is suitable for any particular purpose.

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Links

Any hypertext link in the Site which connects to another site is intended for the help of our users. We take no responsibility for the content of any website which may be linked to the Site.

Indemnity

You agree to indemnify us and our officers, members, employees and agents, from and against any actions or claims or demands relating to the use or alleged use of the Material by you or by persons on your behalf or by reason of breach of these Terms. We will promptly provide notice to you of any such claim against us and shall reasonably assist you, at your expense, in defending any such claim.

General

We cannot be certain that all the Material on the Site at any time will comply with all laws of every country in the world and we cannot accept responsibility to you for any such breach. No variation to these Terms other than the variations notified by us shall be binding unless in writing and signed by us. These Terms are governed by and to be construed under English law and the parties submit to the exclusive jurisdiction of the English courts.