

PRONTAPRINT LIMITED

Terms and Conditions of Business

1. General Notice

- 1.1. Orders will be processed exclusively on the basis of the following terms and conditions (which may be varied from time to time) and shall supersede any previous agreements that may have been entered into between the parties unless varied by agreement in writing (including email).
- 1.2. These terms and conditions do not affect your statutory rights. To order goods through this website, you must be at least 18 years of age and we have the right to refuse, at our discretion to supply any goods ordered by you.
- 1.3. Our Normal Working Hours are 9am to 5.30pm Monday to Friday excluding Bank Holidays. We may also be closed in the period between Christmas and New Year.

2. Orders

- 2.1. We shall process and print a copy(ies) of the electronic file containing the documents that you have supplied us with subject to payment and the terms herein.
- 2.2. If you pay by credit or debit card [or by using the prepayment option described on our website] you may receive an acknowledgement from our payment processor, advising you whether or not your payment has been authorized. This acknowledgement relates to your payment only and is not our acceptance of your order.
- 2.3. If the electronic file that has been inputted onto our system cannot be processed without having to make necessary adjustments, we reserve the right to charge you such additional costs that may have been incurred as a result in order to properly process your order to alternatively to decline your order in which event, a full refund shall be made to you (less administrative charges).
- 2.4. The timeframe chosen does not start until the order has been received and processed by Prontaprint. This can take up to an hour during peak periods and only between Normal Working Hours. Orders received outside this time will not be received until 9am the next working day.
- 2.5. If there are any issues that need resolving before we can start printing Prontaprint will contact you. The timeframe chosen will not start until the issues have been deemed resolved by Prontaprint.
- 2.6. You will receive a confirmation email once the order has been accepted advising you of the completion time.

3. Payment

- 3.1. Before any orders can be processed and printed, you must pay for the order in full inclusive of any VAT payable.
- 3.2. Our charges may vary from time to time.
- 3.3. [Further, if for any reason payment is not made in full before your order is processed, we will have a lien over any materials, documentation and

information supplied by you until full payment of any sums owed to us have been received.]

4. Quality, Style and Binding.

4.1. We cannot guarantee the paper quality or style what was printed in the past as our paper suppliers may vary from time to time and the style of printing and binding varies widely between printers. We would draw your attention to the following:

4.1.1. We are not responsible for checking the quality/layout/sizing of any part of the document and will assume all documents sent to us have been checked by you prior to you sending them to us and that they are approved to print.

4.1.2. Artwork will be printed on A4 (297 x 210mm or 11.7 x 8.3 inches) on 100g satin paper. Any documents of a different size, particularly those set to US letter size, will be scaled to A4. This may result in uneven borders.

4.1.3. If the artwork has a bleed (the image runs to the edge of the paper) on any page, the artwork will be scaled to incorporate an approximately 3mm white border and no part of the document will print to the edge of the paper.

4.1.4. All binding will be done on the long edge of the document. We can bind landscape documents but in the above format. There will be no binding along the short edge.

4.1.5. We are not responsible for meeting your university or college requirements and you are responsible for ensuring that the correct specifications are chosen during the ordering process.

4.1.5.1. This includes, but is not limited to

4.1.5.1.1. Document margins, layout, spacing, content, format.

4.1.5.1.2. The spine text, colour and direction.

4.1.6. Whilst every effort has been made to reproduce the cover colours accurately, users should be advised that actual cover colours may vary from that displayed on your own computer monitor.

4.1.7. Binding is either Perfect Bound using case covers and glue or Channel bound using a clamping method. Both methods are industry standard thesis binding.

4.1.8. A blank sheet of white paper is added to the front and back of each thesis.

4.1.9. We can only bind up to 430 sheets. Larger documents will be split into two volumes and labelled on the spine as Vol 1 etc. The position of the split will be decided by Prontaprint in roughly the middle of the document. It is your responsibility to check with your submissions if multiple volumes are accepted.

4.1.10. There are limitations to which your finished piece will appear in comparison to any printed sample. This is due in part to the widely varying results from different output devices including inkjet and laser printers, continuous tone proofing devices, high-resolution film-based proofs, and different than true offset lithography. Even from one commercial printing firm to another, there can be significant differences

in result. In other words we cannot guarantee that your finished piece will look exactly as the printed sample.

4.1.11. All artwork should be in Press ready (font embedded) format in CMYK with minimum 300dpi resolution. We process only in CMYK format. If there are any Spot colours in the artwork, it will be converted to CMYK. We cannot take responsibility for colour reproduction of RGB files.

4.2. Further, if we advise you that any order that you have requested may for any reason be unsuitable for printing to give a satisfactory result but you nonetheless confirm to us by email that you wish us to proceed with your order, we will process your order on the strict condition that we shall not be liable for the final quality of any document(s) that is processed and printed and shall use our reasonable endeavours to achieve a satisfactory quality for you.

5. **Delivery**

5.1. 'Collect in Store' orders are only to be collected at Prontaprint 63 Coram Street, London WC1N 1HB. It will not be delivered to any institution nor another Prontaprint store. It will be available to collect during our Normal Working Hours.

5.2. 'Delivery Orders' will be delivered to the address you give when you place your order. If an order is delivered to the wrong delivery address due to you providing us with the wrong address, we will redeliver your order to the correct address provided that the documents have been returned to us and charge for the additional delivery cost. If the order is not returned and you wish your order to be reprocessed, you will be charged for the reprint cost.

5.2.1. Your order will be deemed to be delivered after the expiry of 48 hours when dispatched via Courier.

5.2.2. We will take all reasonable steps to ensure that your order is dispatched within two working days after your order is made but accept no liability for any loss arising from delay or error in the delivery of the goods. Time is not of the essence in dispatching your order to you. You will become responsible for the risk of loss or damage to the documents ordered once they have been dispatched to you. You should therefore take all reasonable steps to ensure the documents that you have ordered are satisfactory.

5.2.3. Our couriers will only delivery to the given postal address. Prontaprint does not accept any responsibility for the delivery to reach the correct room or person. Prontaprint strongly recommends you do not deliver directly to a university or college where it may end up in a post room or the wrong department.

5.3. You will become the owner of the documents once payment has been made for them in full. Once the documents have been printed and have been dispatched, within 7 days of dispatch we will destroy any electronic files that you have supplied to us without notice.

5.4. Statutory public holidays may have an effect on processing your order and the delivery time and may lead to a postponement of the delivery. For the avoidance of doubt, our operation will not be effective between Christmas Day and New Years day.

6. Claims

- 6.1. Claims arising from damage, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 working days of deemed delivery.
- 6.2. All claims with regard to the quality or quantity of the documents you order shall be made in writing to us so as to reach us within 5 working days of receipt goods or such orders shall be deemed to comply as to quality and quantity within the terms of the agreement.
- 6.3. You must examine all of the documents of your order delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to goods in transit unless the loss or damage is noted on the delivery note at the time of delivery.
- 6.4. Claims in respect of non delivery must be made in writing so as to reach us within 4 days from receipt of email confirmation that the documents have been dispatched to you.
- 6.5. We require any printing to be returned in full before considering whether it is appropriate to have it reprinted. If we deem the printing to be of sufficient quality and within tolerance we reserve the right to return the goods and refuse a reprint or refund.

7. Liability

- 7.1. Save insofar as defects in the documents cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the documents shall be limited to the price of your order.
- 7.2. We can accept no responsibility for loss or from damage arising from the supply of the documents under this agreement unless you have fully complied with the notification of claim procedure set out in clause 6 above.
- 7.3. For the avoidance of any doubt we shall not be liable for any indirect loss, consequential loss or third party claims arising out of any loss to you arising from any delay in transit, defective documents or otherwise as a result of our negligence howsoever caused or otherwise.
- 7.4. Nothing in these terms and conditions shall affect the right of a consumer.

8. Refunds

- 8.1. We reserve the right to rectify defective work by reprinting and shall not be liable to therefore make a refund to you.
- 8.2. If we offer to replace the document that is defective you must accept such an offer unless you can show why it would be unreasonable for refusing to do so.
- 8.3. If you have the defective work remedied by a third party without reference to us, you will automatically lose your right to any remedy from us.
- 8.4. If we agree to make a refund to you, this would take between 3/4 working days

9. Cancellations

- 9.1. As our service is one which result in the production of your order within a period of less than 7 working days, the right to a "cooling off" period under the Distance Selling Regulations does not apply.
- 9.2. If you wish to cancel your order, you must do so before we process the order but you should be aware that ordinarily if orders are received during normal working hours, your order will usually be processed immediately.

Prontaprint also process orders outside working hours so orders placed outside the normal working hours are often processed immediately. Failure to cancel your order before the processing of your order commences will prevent you from being entitled to cancel your order. In the event of you cancelling your order you will be liable for an administration charge of £25 (plus VAT).

9.3. Notification of cancellation must be sent to us by email to sales@prontaprintonline.com. You are required to quote your Order Number.

10. Indemnity

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

11. Data Protection

11.1. 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 unauthorized access to information supplied by you.

12. Force Majeure

12.1. We will not be held responsible for failure or delay in the carrying out of our obligations under this agreement arising from any cause outside our reasonable control or by inability to procure materials or any other item except at higher prices due to any such cause and in such circumstances, we shall be entitled by notice to terminate this agreement in whole or in part without incurring any liability whatsoever to you.

13. Cancellation

13.1. We shall be entitled to cancel your order if in our reasonable opinion, the documents or any of its contents are of an illegal, offensive or libelous nature in which event, you will be liable for our reasonable administration costs.

14. Severability

14.1. All clauses and sub clauses of this agreement are severable and if any clause or identifiable part is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the enforceability of the effect of the remaining provisions or identifiable parts thereof in these terms and conditions.

15. Notices

15.1. Any notice which is given under these conditions shall be either by electronic communication or if by you, by prepaid 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 by prepaid recorded delivery only.

16. Jurisdiction

16.1. Any claim or dispute shall be determined by the English courts and in accordance with English law.