

## Terms & Conditions

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 the eSupply Portal website ("our site"). 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

The eSupply Portal website is operated by besley & copp limited ("we/us/our"). We are registered in England under company number 59174 and our registered office is 3 Orchard Court, Heron Road, Sowton Industrial Estate, Exeter, Devon EX2 7LL. Our VAT registration number is GB 140 7156 92.

### 2. Your Status

By placing an order through our eSupply Portal website, 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 service. 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 some of your 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 or services once we have begun carrying out the contract.

### 4. Material and information provided by you

- 4.1 Whenever you make use of a feature that allows you to upload material (Text or images) to our site you must comply with the content standards set out in our Acceptable Usage 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 besley & copp 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 Usage 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. Please contact our support team for 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 Usage 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.
- 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 or services you have ordered.
- 4.10 Personal information is processed and stored in accordance with our Privacy Policy.

#### For further information:

<http://www.besleyandcopp.co.uk/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.

### 5. Copyright

- 5.1 Unless negotiated and agreed in writing, the copyright of any artwork and anything else whatsoever prepared, developed or created by besley & copp shall vest in and belong to us.

### 6. Artwork Creation and Proofing

- 6.1 During normal opening hours, the besley & copp support team will be available to help you complete your online order without charge.
- 6.2 When creating personalised artwork on the eSupply portal, you will be responsible for checking that the design and copy you input is correct. Once the order is confirmed, we shall have no liability to you for any errors.
- 6.3 If a proofing error is identified after the order is confirmed, any additional reprinting and delivery charges will be your responsibility.
- 6.4 We reserve the right to retain printed copies of work provided for display and marketing purposes.

### 7. Delivery

- 7.1 Unless otherwise advised, deliveries will be made by a national courier or Royal Mail and will require a signature upon receipt.
- 7.2 Unless a timed delivery has been agreed and confirmed, a delivery can typically arrive between 07.00 and 18.00hrs Monday to Friday.
- 7.3 All products will require a signature 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.
- 7.4 Where delivery is not possible as a result of the consignment being refused, uncollected from the courier's offices or an incorrect delivery address, our courier will return the product(s) back to us. We reserve the right to make an additional delivery charge for re-dispatch of the products.
- 7.5 In the event of non-delivery (and the courier has left notification of the attempted delivery), the responsibility to manage the re-delivery or collection will be yours.
- 7.6 Delivery to temporary addresses such as hotels, exhibition and conference centres etc. is entirely at the risk of the customer.

### 8. Complaint Resolution

- 8.1 besley & copp operate an escalating complaints resolution procedure.

For further information:-

Enter website address here

### 9. Quantities

- 9.1 All reasonable endeavours will be made to deliver the correct quantity of Products ordered by you. You acknowledge that variations in respect of quantities are inherent within the printing process and can typically be 5% +/- of the quantity ordered.

### 10. Quality

- 10.1 You accept that colour variations are inherent within the printing process and can vary depending on the substrate used i.e. silk, gloss and vinyl can all produce varying colour representations.
- 10.2 Any hard copy or digital proofs issued by us are not colour accurate and are issued for content and positional purposes only. If a 'machine/wet' proof is required, please request this before placing your order. Additional costs will apply.
- 10.3 You accept that the colours produced during the printing process may not match those displayed on your ordering device.

### 11. Price & Payment

- 11.1 The price of any products will be as quoted on the eSupply Portal and exclude VAT and delivery where applicable.
- 11.2 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 an obvious error.
- 11.3 We do not store any credit or debit card data on our servers : please refer to our Privacy Policy.
- 11.4 Where we have agreed credit terms with a customer, payment is due within 30 days of the invoice date. In the event of non-payment, we apply the government Late Payment of Commercial Debts (Interest) Act 1998 statutory interest of 8% over and above the current Bank of England base rate. In addition we will charge a maximum of £100 to cover our debt recovery costs.

#### For further information:-

<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/when-a-payment-becomes-late>

11.5 Where payment remains outstanding after 30 days, we reserve the right to suspend access to the eSupply Portal until such times as your account is brought up to date.

## 12. Our Replacement Policy

12.1 Should a product or service that we sell be defective, damaged or unfit for purpose, then we will replace or reprint without charge at the earliest opportunity.

12.2 Voluntary returns please see 14.

12.3 Your statutory rights are unaffected.

## 13. Claims

13.1 All deliveries must be checked by the customer upon receipt and any damages must be recorded with the courier. In all cases of damage, where possible, please take photographic evidence and retain printed samples as a claim will need to be made against the courier. This information should be retained for at least 30 days.

13.2 All items must be checked within 7 days of receipt and any discrepancies notified to our support team by email or in writing.

## 14. Returns

14.1 Many of the products ordered will be printed to order, therefore we do not accept returns on these products.

14.2 Subject to checking with us, non-personalised products can be returned at your expense subject to being received in a re-saleable condition.

14.3 Returned products will be refunded less a 10% restocking charge.

## 15. Our Liability

15.1 Our liability in connection with any Product purchased through our site is strictly limited to the purchase price of that Product (including delivery costs).

15.2 We do not exclude or limit in any way our liability:

15.2.1 for death or personal injury caused by our negligence;

15.2.2 under section 2(3) of the Consumer Protection Act 1987;

15.2.3 for fraud or fraudulent misrepresentation; or

15.2.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

15.3 Whether caused by our negligence, breach of contract or breach of duty, we exclude all liability for:

15.3.1 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

15.3.2 any indirect or consequential loss or damage of any kind however arising, even if foreseeable.

## 16. Written Communications

16.1 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.

## 17. Events outside Our Control

17.1 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).

17.2 Force Majeure includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

17.2.1 strikes, lock-outs or other industrial action;

17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

17.2.4 impossibility of the use of means of public or private transport;

17.2.5 impossibility of the use of public or private telecommunications networks; and

17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

17.3 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.

## 18. Our Right to Vary these Terms & Conditions

18.1 We reserve the right to revise and amend these terms and conditions from time to time without notice.

18.2 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).

## 19. Contact

19.1 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 support@besleyandcopp.co.uk.

## 20. Law & Jurisdiction

20.1 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 the eSupply Portal website. This Acceptable Usage 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 Usage policy, which supplement our terms of website use.

Should you wish print a copy of these terms and conditions for future reference, press Control + P.

### 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.