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Printspot

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Website

Terms and Conditions of Use

5<sup>th</sup> March 2013

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# Terms of Use, Privacy Policy, Legal Notices etc.

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## 1. General

1. Printspot is constituted as a private company with its head office at Berwick WorkSpace, 90 Marygate, Berwick upon Tweed, Northumberland, TD15 1BN.

## 2. Terms of Website Use

1. These terms and conditions (the "Terms") set out below will govern your use of this website which can be found at [www.print-spot.co.uk](http://www.print-spot.co.uk) (the 'Website').

2. References on this Website to 'Printspot', 'the firm', 'we', 'us' or 'our' mean the owners of Printspot.

3. The legal information on this Website is to provide users with the Terms upon which they use the Website and to make accessible certain other legal and regulatory information which it is best practice to place in the public domain where it can be easily accessed by clients and other interested third parties.

4. The Website is owned and operated by Printspot. For the purposes of these Terms, Printspot includes any and all of Printspot's subsidiary undertakings, co-branded businesses and joint ventures which may exist from time to time.

5. Use of this Website is governed by the following Terms which were last reviewed in March 2013. Printspot reserves the right, at its discretion, to make changes to any part of the Website or these Terms. Should these Terms be amended, Printspot will not notify you and it is your responsibility to check the Terms every time you use this Website. Specific terms may also apply to the provision of any of the services that we provide via this Website. You should check any specific terms that apply to the services which you use.

6. We reserve the right to alter, suspend or discontinue any part of the Website or the services provided through it, including your access to it. Whilst we make every effort to ensure that the information contained within this Website is correct, visitors should be aware that the information may have become out of date and we give no warranty or make any representation regarding the fitness for purpose, continued availability, quality, accuracy or completeness of the content of this Website.

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Printspot excludes all liability for any kind of loss or damage that may result to you or a third party in connection with the use, inability to use, or the results of use of this Website.

7. Website visitors are permitted to read the contents and to download and store on a temporary basis any of the contents of this Website provided this is for their own personal or non-commercial use. Apart from content specifically made available for download, you may not permanently copy, store or redistribute the contents of this Website in any way. Where we make content available for downloading this is only for your personal use, or for circulation within your business and is not for commercial re-use. You may not set up links from your own websites to Printspot's Website without our prior written consent.

8. Any links to other websites from this Website are provided for convenience only and Printspot accepts no responsibility or liability in connection with your use or reliance on the content of any linked website. The inclusion of any link does not imply endorsement by Printspot of any linked website or its provider.

9. For further information on the use of materials from this site, or if you experience any problems with this site, please contact us by writing to our head office.

### 3. Copyright and Intellectual Property

1. Copyright and other intellectual property rights in the content of this Website, including any Printspot marks, logos and brands, belongs to Printspot or its licensors (who have expressly licensed content to Printspot). All rights, save as expressly granted, are reserved. If you are in doubt whether an item is copyright or a trade mark of Printspot, please contact us at our head office or by sending an email to [info@printspot.co.uk](mailto:info@printspot.co.uk).

### 4. Disclaimers Relating to Downloads

1. This Website may allow users to download certain documents.

2. To the extent permitted by law, Printspot excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly in connection with the use of the download facility and the content of any downloaded material including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy or copyright with the downloads, their content or associated services or due to any unavailability of part or all of any associated website or associated service.

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3. The documents available for download may be created by third parties and the firm excludes all liability for any illegality arising from error, omission, inaccuracy or copyright in such material and takes no responsibility for such material.

4. Any downloads are provided solely for your convenience and the firm does not necessarily endorse the material which can be downloaded and will have no liability to you in respect of the same.

6. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

7. The firm cannot guarantee that downloading documents from the Website will be free from error and/or uninterrupted and we shall not be liable for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract, negligence or other tortious action, arising out of, or in connection with the download facility or any associated website.

8. Whilst effort has been taken to ensure that any downloads are free from viruses, no warranties are given to that effect and users are responsible for ensuring that they have installed adequate virus checking software. The firm shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of users' computer hardware. All documents are downloaded at the user's own discretion and risk and the user shall be solely responsible for any damage to the user's computer system or loss of data that results from the download of any documents.

9. Nothing in these Terms serves to exclude or limit liability for death or personal injury arising from negligence or any liability which is otherwise prohibited from being excluded by law.

## 5. Severability

1. If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

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## 6. Events Beyond our Control

1. Printspot will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

## 7. Governing Law

1. This legal notice and all issues regarding Printspot's Website are governed by English law. Access is granted on condition that you accept all of the above and agree to the jurisdiction of the courts of England and Wales to settle matters in relation to the Website.

## 8. Reports of Misuse

1. Printspot takes feedback very seriously and is constantly looking for ways to improve the Website. If you have any comments or concerns regarding the information or the Website content generally, or would like to report any misuse of the Website, please contact us at our head office or by sending an email to [info@print-spot.co.uk](mailto:info@print-spot.co.uk).

## 9. Data Protection and Printspot's Privacy Policy

### 1. Data Protection

1. Printspot takes data protection seriously and safeguarding the privacy of our Website visitors is important to us. This privacy policy explains how we use any personal information we may collect when you visit our Website. It also explains our use of cookies and tells you how to contact us if you have any queries about how we use your personal information. In using our Website or by registering for any of the specific services we offer through it you are indicating that you understand and accept that your personal information may be used by us in the manner described below.

### 2. Links with other websites

1. This Privacy Policy only relates to the Printspot's Website. Any links from our site to other websites are provided merely for your convenience and do not imply endorsement by us of the content or provider.

### 3. Information collected and how we use it

1. When you access or sign up to any of Printspot's services which may include newsletters, bulletins, competitions, webinars etc., we may collect and process personal information such as your name, address, telephone number, email address and other information relating to you.

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2. We will store and use your personal information for purposes such as administering and maintaining our relationship with you; providing services or information requested by you; providing you with further information about our products and services; and for auditing usage of our Website. Your information will not normally be disclosed to third parties except where that is necessary for fulfilment of our obligations to you or we are obliged or permitted to do so by law.

4. The firm does not use any web intelligence software or collect any personal data about users of this site other than aggregated data which is used to help the firm improve the quality of the site. No information about you is stored by us or transmitted by us to any third party.

## 5. Marketing

1. Occasionally we may contact you with information we think may be of interest to you such as details of events or competitions hosted by Printspot . If you prefer not to receive promotional material from us please contact us at our head office or by sending an email to [info@print-spot.co.uk](mailto:info@print-spot.co.uk).

## 6. Use of your information outside the European Union

1. In order to provide you with requested products and services we may need to transfer your personal information to service partners based in countries outside the European Economic Area (EEA). This does not diminish your rights. Printspot will take all reasonable steps necessary to ensure that any personal information transferred outside the EEA will be treated securely and in accordance with this Privacy Policy.

## 7. Security

1. Printspot has policies and technical measures in place to safeguard and protect your personal information against unauthorised access, accidental loss, improper use and disclosure. However, the internet is not completely secure and though we will do our best to protect your personal information the transmission of your data to us is done so at your own risk.

## 8. How we use cookies

1. Our online services use cookies, a small text file originating from us and stored by your computer. The cookie file helps identify you and any particular interests or preferences you express, making your future Website visits more efficient, but it does not store any personal information. Save for the use of cookies, we do not automatically log data or collect data. You can set your computer browser to reject cookies but this may preclude your use of certain parts of our Website.

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## 9. Your rights

1. You have a right of access to any personal information that Printspot may hold about you (we may charge a small administrative fee for this); to have any inaccurate information about you corrected; and to request that we stop using your personal information for marketing purposes. Access requests should be put in writing and addressed to the Data Protection Manager at our head office.

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