M F BIRCH LTD

WEBSITE & ONLINE ORDERING TERMS AND CONDITIONS

Trading as Birch Print | Company No. 01840436 | VAT No. 385 2473 31

Version:	2.0 — [YEAR] (Draft for Review)
Replaces:	Online Terms and Conditions July 2021
Applies to:	All orders placed via birchprint.co.uk and any associated ordering platform, web portal or app
Covers:	Business (B2B) and consumer (B2C) online purchasers
Governing law:	England and Wales

Please read these Terms carefully before placing an order. By completing the online checkout process and submitting an order, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree, do not place an order.

1. About Us

1.1 Our website and ordering platforms are operated by M F Birch Limited, trading as Birch Print ("we", "us", "our"). We are registered in England and Wales, company number 01840436. Our registered office is Heritage House, Cossall Industrial Estate, Ilkeston, Derbyshire DE7 5UD. Our VAT number is 385 2473 31.

1.2 These Terms apply to orders placed via birchprint.co.uk and any associated platform including birchmrc.com, birchmrc.co.uk.

1.3 You can contact us at: T: 0115 951 2468 | E: team@birchprint.co.uk

2. Who These Terms Apply To

2.1 These Terms apply to all users of our website and online ordering platforms, whether acting as a business (B2B) or as a consumer (B2C).

2.2 If you are a consumer (an individual acting outside a trade, business, craft or profession), you have additional rights under the Consumer Rights Act 2015, which are set out in these Terms where relevant and cannot be excluded.

2.3 If you are placing an order on behalf of a business, you warrant that you have authority to bind that business.

2.4 By placing an order you confirm that you are at least 18 years of age and legally capable of entering into binding contracts.

3. How a Contract is Formed

3.1 Browsing our website does not constitute a contract. An Order placed by you constitutes an offer to purchase Products on these Terms.

3.2 A binding Contract is only formed when we send you an Order Confirmation by email. We reserve the right to decline any Order at our discretion and without liability.

3.3 Because Products are bespoke and made to your specification, your right to cancel is limited as set out in clause 13 below.

3.4 Once an Order Confirmation has been issued, the terms of the Contract may only be varied with our prior written consent.

3.5 We are unable to issue an Order Confirmation until the ordering process (including payment or agreed credit) is fully complete.

4. Your Content and Customer Materials

4.1 You are solely responsible for all artwork, copy, data, images and other content you upload or supply to us ('your content').

4.2 By uploading content you warrant that:

(a) you own or have full rights to use all content and it does not infringe any third-party rights, including copyright, trade marks, design rights or any other intellectual property rights;

(b) your content complies with our Acceptable Use Policy (Schedule 1 to these Terms);

(c) your content does not contain anything that is unlawful, defamatory, obscene, discriminatory, offensive or misleading;

(d) any personal data included in your content has been obtained and may be used lawfully, and all necessary consents are in place; and

(e) your content meets the technical specifications set out in our Technical Guide (available on our website).

4.3 You shall indemnify us in full against all losses, claims, costs and expenses (including legal fees) arising from any breach of clause 4.2.

4.4 We reserve the right to reject your content or decline to fulfil your Order if, in our sole opinion, your content does not comply with these Terms. Where an Order is declined for this reason, you will receive a full refund less any administration costs already incurred.

4.5 You must retain a copy of all content you upload. We do not accept liability for content lost or damaged during or after upload.

4.6 Where you provide someone else's personal data as part of your Order (for example, for personalised items), you confirm they have given you express consent for this purpose.

5. Artwork, Proofs and Quality

5.1 We offer an electronic proof for your approval before production commences. Proofs are for content and layout checking only and are not colour-accurate representations of the finished item.

5.2 Once you approve a proof, you accept full responsibility for its content. We shall have no liability for errors in an approved proof that are subsequently discovered.

5.3 If you do not request a proof (for example, by selecting our 'Just Print' service), we accept no liability for errors in the finished Product.

5.4 For our Just Print service, files must be supplied in PDF/x-1a format in strict compliance with our Technical Guide. Your file will not be subject.

5.5 You acknowledge that:

(a) colour variations are inherent in the printing process and we cannot guarantee a colour match to any screen display or physical proof;

(b) our presses are calibrated to ISO 12647-2 standards and colour disputes will not be upheld if tolerances within that standard have been maintained; and

(c) Pantone spot colours cannot usually be matched exactly using the four-colour (CMYK) printing process.

5.6 We reserve the right to retain printed samples for our own promotional and marketing purposes.

6. Production and Delivery

6.1 Production is deemed to begin when: (a) payment has been made (or a credit arrangement is in place);

(b) artwork has been uploaded and accepted; and (c) your Order has been confirmed. Events occurring after 5pm (or 11am for Same Day service) on a production day are treated as beginning the next production day.

6.2 Standard production lead times are:

Saver: approximately 4 production days

Standard: approximately 2 production days

Express+: approximately 1 production day

Same Day: dispatched on the first production day

6.3 Larger quantities and items with complex finishing (foiling, spot UV, folding, binding, die-cutting) will take longer. We will confirm lead times in your Order Confirmation.

6.4 After production, we dispatch by courier for next working day delivery. The following areas may take 3–5 working days and may incur an additional delivery charge: Northern Ireland (BT), Scottish Highlands and Islands, Isle of Man and Isle of Wight.

6.5 Production days are Monday to Friday (excluding UK bank holidays).

6.6 Estimated delivery dates are provided in good faith. We shall not be liable for reasonable delays caused by circumstances outside our control.

6.7 Risk in the Products passes to you (or the person to whom delivery is made) upon delivery. We accept no liability for Products signed for by someone other than the intended recipient, provided delivery was made to the address you specified.

6.8 Delivery to temporary addresses (hotels, conference venues etc.) is entirely at your risk.

6.9 Where re-delivery is required due to an incorrect address provided by you, we reserve the right to charge an additional delivery fee.

7. Non-Delivery

7.1 You must notify us in writing within 7 days of the expected delivery date if Products have not arrived. We cannot investigate non-delivery claims notified after this period.

8. Quantities

8.1 We endeavour to deliver the exact quantity ordered. Minor quantity variations are inherent in the printing process. Our liability for shortages is as follows:

Order Quantity	No Remedy	Pro Rata Credit	Missing Items Reprinted
Up to 1,000	Up to 5%	6%–20%	21% and over
Up to 5,000	Up to 5%	6%–15%	16% and over
Up to 20,000	Up to 5%	6%–12%	13% and over
Over 20,000	Up to 4%	5%–10%	11% and over

8.2 Any overages may be retained by you at no additional cost.

9. Price and Payment

9.1 Prices are as displayed on our website at the time of Order, exclusive of VAT and delivery. These are clearly displayed during checkout. We reserve the right to correct obvious pricing errors.

9.2 Prices may change at any time but will not affect Orders already confirmed.

9.3 Payment is required in full before production commences unless a credit account has been agreed in writing.

9.4 We accept major credit and debit cards. Card data is processed by our third-party payment provider and is not stored by us.

9.5 Where credit account terms have been agreed, invoices are payable within the agreed credit period. Interest at 2% above the Bank of England base rate will be charged on overdue amounts, together with reasonable administration costs.

9.6 All work carried out at your request, including experimental or speculative work, will be charged at our standard rates.

10. Our Intellectual Property

10.1 Unless agreed otherwise in writing, all intellectual property rights in artwork, designs and materials created by us shall vest in and remain the property of Birch Print.

10.2 Subject to full payment, we grant you a non-exclusive licence to use the Products for the purpose for which they were ordered.

10.3 You grant us a non-exclusive licence to use your uploaded content solely for the purpose of fulfilling your Order.

11. Quality and Defects

11.1 Our production facility is ISO 9001 certified and our presses are calibrated to ISO 12647-2 standards. We warrant that Products will be of satisfactory quality on delivery.

11.2 If you believe a Product is defective, you must notify us within 7 days of delivery using our concerns form on the website, providing photographic evidence where possible.

11.3 We may ask you to retain Products for up to 30 days for inspection by us or our agents.

11.4 Our liability for misprints is as follows:

Order Quantity	No Remedy	Pro Rata Credit	Defective Items Reprinted
Up to 1,000	Up to 5%	6%–20%	21% and over
Up to 5,000	Up to 5%	6%–15%	16% and over
Up to 20,000	Up to 5%	6%–12%	13% and over
Over 20,000	Up to 4%	5%–10%	11% and over

12. Our Liability

12.1 Nothing in these Terms limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the implied terms in sections 9–11 of the Consumer Rights Act 2015 (for consumers); or (d) any other liability that cannot be excluded by law.

12.2 Subject to clause 12.1, our total liability in connection with any Product purchased through our site is limited to the purchase price of that Product (including delivery costs).

12.3 Subject to clause 12.1, we exclude all liability for: (a) loss of income, revenue or profits; (b) loss of business or contracts; (c) loss of anticipated savings; (d) loss of data; (e) waste of management or office time; or (f) any indirect or consequential loss, howsoever arising.

12.4 The suitability of Products for any particular purpose is your responsibility unless expressly confirmed by us in writing.

13. Cancellation Rights

13.1 As Products are bespoke and made to your personal specification, they are exempt from the standard 14-day cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once production has commenced.

13.2 Production is deemed to commence upon Order Confirmation. Cancellation after this point may not be possible. Where it is possible to cancel, a minimum administration charge of £25 + VAT will apply, or we may charge on a time-and-materials basis for work already carried out.

13.3 If we are unable to fulfil your Order due to our refusal under clause 4.4 (unacceptable content), you will receive a full refund less any administration costs already incurred.

13.4 Consumer rights to a repair, replacement or refund for defective Products under the Consumer Rights Act 2015 are unaffected by these Terms.

14. Data Protection and Privacy

14.1 We process personal data in accordance with UK GDPR and the Data Protection Act 2018. Our full Privacy Policy is available at birchprint.co.uk/privacy.

14.2 We will use your personal data to: (a) process and fulfil your Order; (b) manage your account; (c) communicate with you about your Orders; and (d) where you have consented, send you marketing communications.

14.3 We will not sell your personal data to third parties. We may share it with trusted service providers (couriers, payment processors, IT providers) solely for the purpose of fulfilling your Order.

14.4 Where you upload personal data of third parties (for example, mailing lists for direct mail campaigns), you warrant that you have a lawful basis for processing that data and have complied with all UK GDPR obligations. You shall indemnify us against any claims arising from your failure to comply.

14.5 We use cookies on our website in accordance with our Cookie Policy, available at birchprint.co.uk/cookies. You may manage cookie preferences via the cookie banner on our site.

15. Communications

15.1 By ordering through our website, you agree that communications from us (including Order Confirmations and legal notices) will be by electronic means and that these satisfy any legal requirement for written communication.

15.2 All notices to us should be sent to solutions@birchprint.co.uk or by post to our registered address.

16. Force Majeure

16.1 We shall not be liable for any failure or delay in performance caused by events beyond our reasonable control, including acts of God, pandemic, war, terrorism, civil commotion, fire, flood, industrial disputes, government action, or inability to obtain materials or transport.

16.2 We will notify you promptly of a Force Majeure event. If such an event continues for more than 30 days, you may cancel your Order and receive a full refund of any sums paid for unperformed obligations.

17. Variation of Terms

17.1 We reserve the right to update these Terms from time to time. The version in force when you place your Order will apply to your Order.

17.2 We will notify you of material changes to these Terms by posting an update on our website.

18. General

18.1 If any provision of these Terms is found to be unlawful or unenforceable, it shall be deemed severed. The remaining provisions shall continue in full force.

18.2 A failure to enforce any provision of these Terms shall not be a waiver of our rights.

18.3 These Terms are governed by the laws of England and Wales. Disputes shall be subject to the nonexclusive jurisdiction of the courts of England and Wales. Nothing in this clause affects your statutory right as a consumer to bring proceedings in the courts of your country of domicile.

18.4 If you have a complaint, please contact us at solutions@birchprint.co.uk. We will acknowledge complaints within 2 working days and aim to resolve them within 10 working days.

Schedule 1 — Acceptable Use Policy

The following applies to all users of our website and ordering platforms.

1. Prohibited Content

You must not upload or submit any content that:

- is unlawful, fraudulent or facilitates any unlawful act;
- infringes the intellectual property rights of any third party;
- is defamatory, obscene, offensive, hateful or discriminatory;
- contains personally identifiable information of third parties without their consent;
- contains or promotes violence, extremism or terrorism;
- is intended to harm or exploit children in any way;
- contains viruses, malware, spyware or any other harmful code;
- constitutes unsolicited commercial communications (spam);
- is of an extreme political nature that could bring Birch Print into disrepute; or
- has been generated or manipulated using AI tools in a way that creates deceptive, misleading or infringing content.

2. Prohibited Uses of Our Website

You must not:

- reproduce, duplicate or resell any part of our website or platform without our permission;
- attempt to gain unauthorised access to any part of our systems, software or networks;
- use our website in any way that could damage, disrupt or impair its operation; or
- use automated tools (scrapers, bots) to harvest content or data from our site.

3. Consequences of Breach

3.1 If we determine that you have breached this policy, we may take any or all of the following steps at our discretion:

- immediate suspension or permanent removal of your account;
- removal of the offending content;
- cancellation of any outstanding Orders (with no obligation to refund);
- legal proceedings to recover our costs; and/or
- disclosure of information to law enforcement authorities.

3.2 We exclude liability for reasonable steps taken in response to a breach of this policy.

M F Birch Ltd | Trading as Birch Print
Heritage House, Cossall Industrial Estate, Ilkeston, Derbyshire DE7 5UD
T: 0115 951 2468 | E: team@birchprint.co.uk | W: birchprint.co.uk
Company No. 01840436 | VAT No. 385 2473 31 | Registered in England and Wales