

## **OXUNIPRINT TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 Oxuniprint Limited (**Oxuniprint**) is a company registered in England, company number 01862702, and its registered office is c/o Oxford University Press, Great Clarendon Street, Oxford, OX2 6DP, United Kingdom. Its main trading address is Unit 10, Oxonian Park, Langford Locks, Kidlington, Oxford, OX5 1FP, United Kingdom. Its VAT number is GB 125506730.
- 1.1 These Terms and Conditions apply to all goods and services which Oxuniprint supplies to you. Unless otherwise agreed in writing by Oxuniprint, any terms and conditions which you propose to Oxuniprint or which are included in any purchase order you may issue do not apply.
- 1.2 Please read these Terms and Conditions carefully before you submit an order to Oxuniprint, and please check the contents of your order carefully. You will be bound by these Terms and Conditions once a contract comes into existence and the contents of your order will form part of that contract.
- 1.3 If you wish to change the details on your order, you may do so by contacting Oxuniprint customer service team and providing clear details of the changes you wish to make before Oxuniprint accepts your order. You may **NOT** make any changes to your order after Oxuniprint has accepted it.
- 1.4 If there is any conflict or inconsistency between these Terms and Conditions and your order, these Terms and Conditions will prevail.

### **2 HOW AND WHEN THE CONTRACT BETWEEN YOU AND OXUNIPRINT IS FORMED AND YOUR RIGHT TO CANCEL THAT CONTRACT**

- 2.1 If you place an order with Oxuniprint for any goods or services, that order will be an offer to purchase the goods and services listed on that order.
- 2.2 The contract between you and Oxuniprint for the supply of the goods and services listed on that order will come into existence only when Oxuniprint confirms in writing to you that it has accepted your order. These Terms and Conditions will apply to that contract.
- 2.3 Each order accepted by Oxuniprint will form a separate contract. The language of each contract will be English.
- 2.4 Customers in the European Union who are purchasing as a consumer (that is, not in the course of their business) normally have a right to cancel where a contract has been formed solely by distance means, but:
- 2.4.1 where Oxuniprint creates materials to your specification or personalised for you, you will have no right to cancel any contract for the supply of goods under Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000; and
- 2.4.2 you agree that Oxuniprint may begin to provide any service before the end of any cancellation period under the Consumer Protection (Distance Selling) Regulations 2000 and, accordingly, once the performance of the services has

begun you will not have the right to cancel any contract for services under Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000.

### 3 DEFINITIONS AND INTERPRETATION

3.1 When used in these Terms and Conditions the following expressions have the following meaning:

"the Contract"	the Contract formed in accordance with Condition 2 above;
"Intellectual Property Rights"	any copyrights, trade marks, service marks (whether registered or unregistered), design rights, registered designs, database rights, patents, any other intellectual property rights and any other rights similar or analogous to the above in any jurisdiction (whether now existing or coming into existence at a later date), any applications for any of the above and all rights of action in connection with any of the above;
"Oxuniprint Materials"	any and all information, data, documents, graphics, images (moving or still), designs, text, literary or artistic work, music, broadcasts (sound or visual), software and other materials created by Oxuniprint, and any works derived from any of the above. This includes any template designs used by Oxuniprint, but it does not include Your Materials).
"you"	the person, firm or company who places an order with Oxuniprint, but where that person is an individual acting on behalf of a company or organisation, 'you' refers to that company or organisation;
"Your Materials"	any original materials and any information which you provide to Oxuniprint.

3.2 The headings in these Terms and Conditions are for ease of reference only. They do not affect their meaning.

### 4 YOUR MATERIALS

4.1 Before Oxuniprint produces any goods you have ordered from it, it will create a proof and make that proof available to you for your approval. It is your responsibility to check the proof for any errors. No changes or corrections are possible after you have approved the proof. Oxuniprint will not be responsible for any errors in the proof which you have approved or for any of those errors which are reproduced in the goods which you have ordered.

4.2 You must submit Your Materials in accordance with all reasonable instructions given by Oxuniprint. Failure to do so may affect the quality of the goods. Oxuniprint is not responsible for any poor quality of the goods where the lack of quality is caused by your failure to follow those instructions or where Your Materials or the materials which you specify should be used by Oxuniprint are of poor quality.

4.3 Your Materials must:

4.3.1 be complete and accurate;

4.3.2 not infringe any Intellectual Property Rights belonging to anyone else;

- 4.3.3 not contain any material which is defamatory;
  - 4.3.4 not contain any material which is obscene, offensive, hateful or inflammatory;
  - 4.3.5 not contain sexually explicit material;
  - 4.3.6 not promote violence;
  - 4.3.7 not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 4.3.8 not be likely to deceive any person;
  - 4.3.9 not be in breach of any legal duty owed to a third party, such as a contractual obligation or a duty of confidence;
  - 4.3.10 not promote any illegal activity;
  - 4.3.11 not be threatening, abusive or invade another person's privacy, or cause annoyance, inconveniences or needless anxiety;
  - 4.3.12 not be likely to harass, upset, embarrass, alarm, or annoy any other person;
  - 4.3.13 not be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 4.3.14 not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse; and
  - 4.3.15 not, in any other way, be unlawful.
- 4.4 Oxuniprint will not be obliged to use any of Your Materials which it suspects are in breach of Condition 4.3 above.
- 4.5 You acknowledge that any information about any individual (whether yourself or anyone else) included in Your Materials may be used by Oxuniprint in accordance with the privacy policy published on the website of Oxford University Press at <http://global.oup.com/privacy?cc=gb> ("Privacy Policy", reading "Oxuniprint" for "OUP"). Providing Oxuniprint with information relating to another individual may be a breach or lead to a breach of data protection legislation applicable in the UK. Therefore you must not provide someone else's personal information to Oxuniprint unless they have given their written consent to it being provided to Oxuniprint and its use in accordance with the Privacy Policy.
- 4.6 If you have not complied with Condition 4.3 or 4.5 (or if Oxuniprint suspects that this is the case) Oxuniprint may take all or any of the following actions:
- 4.6.1 the immediate, temporary or permanent removal of your Materials from Oxuniprint's systems;
  - 4.6.2 instituting legal proceedings against you;
  - 4.6.3 the disclosure of Your Materials to the police and other law enforcement authorities as Oxuniprint thinks appropriate;
  - 4.6.4 the termination of the Contract; and
  - 4.6.5 any other action Oxuniprint thinks appropriate in the circumstances.
- 4.7 If Oxuniprint terminates the Contract under Condition 4.6.4 above, you will pay Oxuniprint for all work done before that date.
- 4.8 In the absence of any negligence or breach of contract by Oxuniprint, Your Materials are provided to Oxuniprint at your own risk. You should retain a copy of Your Materials so that they can be reconstructed if they are lost or damaged.

- 4.9 Oxuniprint may retain a copy of Your Materials for as long as it thinks necessary, but Oxuniprint will comply with the Data Protection Act in relation to any personal information included in Your Materials.
- 4.10 Oxuniprint has no obligation to keep any of Your Materials for any longer than is necessary to fulfill any order which you may place with it. Oxuniprint may delete any of Your Materials which it considers it no longer needs without your permission and without advising you.
- 4.11 Oxuniprint may at any time remove from its systems, without your permission and without advising you, any material submitted by you if, in Oxuniprint's opinion, that material does not comply with Condition 4.3 above.

## **5 INTELLECTUAL PROPERTY RIGHTS AND YOUR USE OF OXUNIPRINT TEMPLATES**

- 5.1 The ownership of the Intellectual Property Rights in the Oxuniprint Materials is reserved to Oxuniprint or its licensors. You may not reproduce, duplicate, copy or re-sell any content on this website except as expressly permitted in Condition 5.2.
- 5.2 You may use and reproduce any template designs provided by Oxuniprint only in order to design materials for your own use where you intend to place an order with Oxuniprint to print the materials incorporating those designs. You may NOT use those designs to produce any designs for any third party or to design any materials which you or any third party will print, or for any other purpose. Once you have paid Oxuniprint in accordance with Condition 8 below, Oxuniprint will allow you to incorporate those template design(s) in the materials which Oxuniprint produces and delivers to you. That use will be non-exclusive and you may not use any of Oxuniprint's template designs (or any part of them) on any products which you sell or intend to sell.
- 5.3 Except as stated in Condition 5.2 above, you will not acquire any right, title or interest in the Intellectual Property Rights in any of the Oxuniprint Materials.

## **6 THE GOODS**

- 6.1 Any illustrations provided by Oxuniprint are solely to provide you with ideas. They do not form part of any contract between you and Oxuniprint.
- 6.2 Please be aware that if you have viewed any templates or proofs on your computer your computer may not display the true colour of the goods ordered from Oxuniprint. Oxuniprint will not be responsible for any discrepancy in colour caused by your computer settings.
- 6.3 Your order will be fulfilled by the delivery date specified in Oxuniprint's acceptance of your order or, if no delivery date is specified in that acceptance, delivery will be within 30 days after the date of that acceptance, unless there are exceptional circumstances.
- 6.4 Oxuniprint will use reasonable efforts to deliver the correct quantity of the goods you have ordered. If Oxuniprint the quantity of any of those goods is 98% or more of the goods ordered, you will not be entitled to object to, or to reject the Goods on the basis of that shortfall and Oxuniprint will not give any refund for that shortfall.
- 6.5 If the quantity delivered is less than 98% of the quantity ordered, Oxuniprint will, within a reasonable time after receiving notice from you, make good the shortfall.

- 6.6 If you receive more than the quantity of the goods ordered, you may keep the surplus free of charge.
- 6.7 You should inspect the goods as soon as reasonably possible after they are delivered to you. You must notify Oxuniprint of any defective goods or any shortfall in delivery as soon as reasonably possible.

## **7 RISK AND TITLE IN THE GOODS**

The goods will be at your risk from the time of delivery. You will own the goods from the time of delivery.

## **8 PRICE AND PAYMENT**

- 8.1 Except in case of obvious error, the price of any goods and services which you order from Oxuniprint will be the price in the order confirmation/estimate unless an increase/decrease has been agreed in writing. That price list may be changed at any time, but no price change will affect any order which Oxuniprint has already accepted.
- 8.2 The prices on Oxuniprint's price list include all delivery costs but no VAT, but if Oxuniprint cannot deliver because you have provided it with incorrect information, Oxuniprint may make an additional charge for redelivering the goods to the correct address.
- 8.3 Unless Oxuniprint has decided to allow you credit facilities, full payment for the goods and services ordered must be made in advance in pounds sterling by Cheque or by credit or debit card. Oxuniprint will not charge your credit or debit card until it despatches your order.
- 8.4 If Oxuniprint rejects your order it will refund the amount you have paid using the same method originally used by you to pay Oxuniprint.
- 8.5 Oxuniprint will not retain your credit or debit card information for use with any future order.
- 8.6 Credit facilities may be allowed at Oxuniprint's discretion. Where credit facilities are allowed, you must pay Oxuniprint in full within 30 days after the date of Oxuniprint's invoice.
- 8.7 Oxuniprint may withdraw any credit facility at any time, without giving any reason. In that case, you must pay Oxuniprint in full immediately.
- 8.8 If any amount payable by you is not paid on or before the due date then, without prejudice to Oxuniprint's other rights and remedies, Oxuniprint may do either or both of the following: suspend the performance of Oxuniprint's obligations; and charge interest on the amount outstanding (as well after as before any judgment), from the date or last date for payment of that amount to the actual date of payment (both dates inclusive), and charge you the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. You will pay that interest and those costs to Oxuniprint on demand.

- 8.9 If you are or become insolvent then, without prejudice to Oxuniprint's other rights and remedies, Oxuniprint may terminate the Contract and, in any case, may stop work on any order which you have placed with it.

## **9 REFUNDS AND REPLACEMENTS**

- 9.1 Subject to Condition 4.2, Oxuniprint warrants to you that any goods purchased from Oxuniprint will be of satisfactory quality. Oxuniprint does not make any other promises or warranties in relation to the goods or services it provides to you.
- 9.2 If any of the goods supplied by Oxuniprint to you do not conform to the warranty in Condition 9.1, you must return to Oxuniprint a reasonable number of examples of the goods with the defect clearly marked.
- 9.3 If any goods supplied to you by Oxuniprint do not conform to the warranty in Condition 9.1 Oxuniprint will, at your option, replace the defective goods or refund the purchase price and the delivery costs and the costs you have incurred in returning the defective goods to Oxuniprint.
- 9.4 If you return any goods to Oxuniprint because you claim they are defective, Oxuniprint will examine them and will notify you if you are entitled to a refund within a reasonable period of time. Oxuniprint will usually process any refund due to you as soon as possible and, in any case, within 30 days after the day Oxuniprint confirmed to you that you were entitled to a refund for the defective goods. The price of any defective goods returned by you will be refunded in full, including a refund of the delivery charges (if any) for sending them to you and the cost incurred by you in returning them to Oxuniprint.
- 9.5 Oxuniprint will usually refund any money received from you using the same method originally used by you to pay for the goods.

## **10 YOUR WARRANTIES**

You warrant that:

- 10.1 you have the power and authority to agree to these Terms and Conditions; and
- 10.2 if you are an individual, you are over 18 years of age.

## **11 LIMITATIONS AND EXCLUSIONS OF OXUNIPRINT'S LIABILITY**

- 11.1 Subject to Condition 11.2 below, Oxuniprint's total liability for losses you suffer as a result of Oxuniprint breaching the Contract is strictly limited to the purchase price of the goods and services and the costs (if any) of delivering them and any losses which are a foreseeable consequence of Oxuniprint breaking the Contract. Losses are foreseeable where they could be contemplated by you and Oxuniprint at the time we entered into the Contract.
- 11.2 Oxuniprint does not limit or exclude its liability:
- 11.2.1 for death or personal injury caused by its negligence;

- 11.2.2 for fraud or fraudulent misrepresentation; or
  - 11.2.3 in any other circumstances where it would be illegal for it to exclude or limit its liability.
- 11.3 Subject to Condition 11.2 above, Oxuniprint will not be responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and Oxuniprint.
- 11.4 Oxuniprint will not be responsible for any of the following types of loss:
- 11.4.1 loss of income or revenue;
  - 11.4.2 loss of business;
  - 11.4.3 loss of opportunity;
  - 11.4.4 loss of profits or contracts;
  - 11.4.5 loss of anticipated savings;
  - 11.4.6 loss of data, or
  - 11.4.7 waste of management or office time
- even if those losses were foreseeable.
- 11.5 The limitations and exclusions in this Condition 11 apply however Oxuniprint's liability arises, and whether the loss is caused by tort (including negligence), breach of contract or in any other way.

## 12 YOUR LIABILITY

- 13.1 **You will be responsible for all and any losses expenses and other costs (including, but not limited to, legal costs and the costs incurred in connection with settling any claim brought against Oxuniprint by any third party) incurred by Oxuniprint and caused by your breach of Condition 4.3 or 4.5.** This indemnity will survive the termination of the Contract and will continue indefinitely.

## 13 ETHICAL CONDUCT

- 13.1 You represent and warrant that you shall not act, or omit to act, in such a way as to give rise to a breach by you, or any of your Affiliates, of any applicable law related to bribery, corruption or any related matter.
- 13.2 You represent and warrant that you shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of Oxuniprint:

13.2.1 to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or

13.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for any of Oxuniprint or its Affiliates.

13.3 You shall maintain adequate procedures designed to prevent any persons who perform services for you or on your behalf from undertaking the activities described in Condition 13.2 above to obtain or retain business or a business advantage for you.

13.4 You shall promptly report any apparent breach of Conditions 13.1 or 13.2 to Oxuniprint.

13.5 You shall co-operate with Oxuniprint in relation to any investigation in respect of matters relating to bribery and corruption.

13.6 You shall have the right to terminate any and all Contracts immediately on written notice, without liability, for breach of Conditions 13.1 or 13.2.

13.7 In this Condition 13:

"Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank.

"Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.

13.8 You shall:

13.8.1 maintain accurate and complete records of all expenditures related to performance of the Contract and make such records available to Oxuniprint, its advisors and auditors on reasonable notice;

13.8.2 answer, in reasonable detail, any written or oral inquiry from Oxuniprint related to your compliance with this Condition 13; and



13.8.3 comply with the OUP Partner Code of Conduct, as provided to you, in the execution of any services for or on behalf of Oxuniprint.

## 14 GENERAL

14.1 Where the Contract is for the periodic supply of any goods or services, either you or Oxuniprint may terminate the Contract by giving to the other not less than 120 days' notice.

14.2 These Terms and Conditions and the contents of any order form represent the entire agreement between you and Oxuniprint in relation to their subject matter and supersede all earlier agreements, arrangements and understandings.

14.3 Oxuniprint and you each acknowledge that, when entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other, or to be implied from anything said or written in negotiations between us, before we entered into that Contract except as stated expressly in these Terms and Conditions.

14.4 Neither you nor Oxuniprint will have any remedy in respect of any untrue statement made by the other, whether orally or in writing, before we entered into any Contract (unless that untrue statement was made fraudulently) and the other party's only remedy will be for breach of contract.

14.5 If any of these Terms and Conditions is held by a court or any other competent authority to be invalid, void, unlawful or unenforceable to any extent that term or condition will, to that extent, be severed the remaining terms and conditions which will continue in force and be construed as if the invalid, void, unlawful or unenforceable provision had never been contained in these Terms and Conditions.

14.6 Oxuniprint will not be responsible for any delay or failure to perform its obligation because of circumstances outside its reasonable control. This includes: the unavailability of the internet or any faults in any public or private communications network or system; acts of Government; strikes, lock-outs or other industrial action; fire, lightning, explosion, flood, storm, earthquake, epidemic or other natural disaster; riot, civil commotion, terrorist attack, or war, and the failure of or disruption to any means of transport.

Oxuniprint's performance under any Contract will be suspended for the period during which those circumstances continue, and Oxuniprint will have an extension of time for performance for the duration of that period. But you may cancel your order and Oxuniprint will refund the price you have paid, if Oxuniprint is unable to deliver the goods within 60 days after it has accepted your order.

14.7 These Terms and Conditions may not be amended, varied or supplemented except in writing signed by the duly authorised representative of Oxuniprint and of the customer.

14.8 No one who is not a party to the Contract will have any rights under or in connection with the Contract.

14.9 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without first obtaining Oxuniprint's written consent. Oxuniprint may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time.

- 14.10 If Oxuniprint fails to insist on the strict performance of any of your obligations under these Terms and Conditions, or if Oxuniprint fails to exercise any of its rights or remedies, this will not constitute a waiver of those rights or remedies and will not relieve you from compliance with your obligations.
- 14.11 No waiver by Oxuniprint of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Condition 14.7.
- 14.12 If Oxuniprint waives any breach of contract by you, that will not constitute a waiver of any other or later breach of contract.
- 14.13 You must send all notices to Oxuniprint by first class letter addressed to Oxuniprint, c/o Oxford University Press, Great Clarendon Street, Oxford OX2 6DP. Oxuniprint may give notice to you at either the e-mail or postal address you provide to Oxuniprint when you place an order with Oxuniprint.
- 14.14 Notices will be deemed received and properly served 48 hours after an e-mail is sent or after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the e-mail was sent to the specified e-mail address of the addressee. You must mark any notice to Oxuniprint for the attention of the Managing Director.
- 14.15 Each Contract between you and Oxuniprint is subject to, and is to be interpreted in accordance with, English law. Both Oxuniprint and you agree to submit to the non-exclusive jurisdiction of the English courts.