

## Terms, Conditions and Privacy Policy

This page (and any other documents that are referred to on it) contains the Terms and Conditions on which we supply any of the products listed on our website [www.starlightprint.co.uk](http://www.starlightprint.co.uk)

Please read these Terms and Conditions carefully before ordering any products from our website. You should be aware that by ordering any of our products, you agree to be bound by these Terms and Conditions. If you have any questions or feel unsure about any of the content please contact Customer Service before placing an order. Print the Terms (using the PDF option) and keep a copy of them for your reference.

We have written these T&C's with the consumer in mind and have tried to make them as easy to understand as possible. To further enhance your understanding of the terms we have listed some words that are widely used throughout the document.

Here's the terminology:

- Contract - means any purchase of items from our site between us and you for which these T&C's are used for.
- Conditions - means the standard T&C's of the sale, including the Returns Policy and any special terms and conditions confirmed in writing by us.
- Goods - means the products or services which we have sold to you in accordance with our T&C's
- We – means Starlight Print Ltd, and “us” and “our” shall hold the same meaning.

Within these T&C's we shall use headings to aid your understanding of the document.

If you need to contact us, please contact our Customer Service by email at [info@starlightprint.co.uk](mailto:info@starlightprint.co.uk) or by telephone at 07494567595. Starlight Print is available by phone between 09:00-16:00 Monday-Thursday.

Any transaction you enter into with us through our website is entered into with Starlight Print Ltd., our legal entity which owns and operates this website for Starlight Print Ltd.

Our official company address is:

Maling Exchange C/O Jaccountancy, Hoult's Yard Walker Road, Newcastle Upon Tyne, Tyne And Wear, United Kingdom, NE6 2HL

All payments by the aforementioned entity are processed by Starlight Print Ltd.

About the use of this website and our communication

Accessing our website means that you automatically agree to our Terms and Conditions. If you do not agree with them then please do not use our website and leave it. Our website is provided to you for your personal use only.

If you choose to access this website from outside the UK you are responsible for compliance with local laws if and to the extent local laws are applicable.

We have made every effort to display the products as accurately as possible but cannot guarantee that the product images you see displayed on your screen are a totally accurate

representation of the actual merchandise due among other reasons to the technical difference in monitors or screens you may use.

By placing an order through our website, you confirm that you are legally capable of entering into binding contracts, that the personal information which you provide when you register as a customer and place an order is true, accurate, current and complete in all aspects, and that you do not impersonate any other person.

We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represent the full functionality, accuracy, and reliability of the website.

As part of our effort to make further improvements to our services we provide to our customers telephone calls with and by us may be recorded or monitored. We also may monitor incoming and outgoing emails.

Our employees and agents are not authorised to make any representations concerning the goods unless confirmed first by us to you in writing. When placing an order with us you acknowledge that you have not relied on any such representations which are not confirmed.

All specifications, drawings and particulars of weights, sizes and performance issued by us are approximate only.

**Making a contract with us**

When you place an order with us, you are making an offer to buy goods. After receipt of your order we will send you an order acknowledgment email detailing the products and prices you ordered. If you do not receive such an email within 24hrs of placing your order please contact our Customer Services.

The order acknowledgement email is an acceptance of your order. Acceptance of your order and formation of the contract will only take place once confirmation has been sent. We will send you a despatch confirmation email when the products you have ordered have left our warehouse along with a tracking number to track your order. If your order has not been accepted you will receive an email from us telling you the reasons why.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will then not receive an e-mail acknowledging your order and there will be no contract between us. If the goods you order are not available, we may supply you with substitute goods. If you decide not to accept these you will not have to pay to return the goods to us.

**Pricing policy**

All prices shown in the website are in pounds sterling. Where applicable, price may change from time to time. In case we use a special sale offer price please note that this might be a limited period offer. The price for goods remains the same regardless of the country of delivery.

We take great care in providing you with the right product information and prices. In the unlikely case that an error in pricing appears in goods that you have ordered we will inform you as soon as possible. However we shall be under no obligation to fulfil an order for a product that was shown at an incorrect price. In such a case we will contact you by email.

#### VAT

All prices shown in the website are inclusive of VAT at 20%. Where applicable, VAT is zero-rated based on "Zero rating books and printed matter for VAT (Notice 701/10)". For more information, please see this website.

#### Delivery charges

A charge will be made to cover postage and packaging on all orders sent to single UK mainland addresses. The delivery charge is not included in the product prices shown.

We also offer international delivery to a number of countries. All orders for international delivery are subject to international terms and conditions. See 'delivery outside UK' section.

#### Payment

We accept Visa Debit/Credit, Master card, and PayPal. We take payment from your card at the time we dispatch your order.

All credit card and debit card holders are subject to validity checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

#### Description of Products and Availability

If an item sells out we will take it off display as soon as possible. If items that you order should be out of stock, or delayed for any reason, we will try to contact you, or if we receive no response to our e-mail we will continue to process the remaining items of your order.

If an offer is subject to a limited period of availability or is made subject to conditions, this will be explicitly mentioned in the offer.

#### Shopping, Registering as a Client and Placing an Order

We have tried to make shopping with us as easy as possible, e.g. you can filter by type of product. If you would like to place an order, please first register as a customer with us. You will then be given a unique personal log-in name and password combination by email. Your personal details will be stored behind your log-in name and password and can only be accessed and changed by you. As soon as you have a log-in name and a password, you can place an order. You could select your products before you register, but before you can check out you will need to go through the registration process.

After you have registered, if you wish to place an order, select the goods and choose the colour and size you want, and press "Add to shopping cart" button. When you have finished shopping, click on the "Check-out" button. This starts the payment process. Check your details carefully and enter the address you want your order delivered to.

Once you have placed an order, it will then be confirmed by email. Please check your order and the confirmation thoroughly. It is important that you give a correct and personal email address when you register in order to avoid errors. Please make sure that your SPAM filter does not cause you not getting our messages.

When placing an order you have agreed that these Terms and Conditions apply to such order.

Requirements concerning the print content and printed products

Starlight Print Ltd reserves the right, at any time, to refuse or cancel any order which:

- potentially breaches the (intellectual property) rights of third parties;
  - is otherwise contrary to any law and/or regulation;
  - may be detrimental to Starlight Print's good name and reputation;
- or - do not comply with social norms and values, which shall be the case (inter alia and not exclusively) if the content is of discriminatory, offensive, violent, defamatory, sexual or obscene nature, is to Starlight Print's sole discretion.

If Starlight Print Ltd decides to refuse or cancel an order on the basis of the above rights, the customer will be informed and refunded the paid purchase price of the order. There will be no liability for Starlight Print Ltd whatsoever for refusing or cancelling an order and Starlight Print Ltd not engage in any further contact with the customer.

Delivery

When your order has been shipped we will send you a despatch confirmation by email. This will include a tracking number of your parcel in order to track its progress.

We send the goods that you have ordered through UPS, Royal Mail, DHL or TNT. The place of delivery is deemed to be the shipping/delivery address that you provide in your order.

We aim to process your order within 24 hours. Delivery times to UK mainland addresses is dependent on the product. This will be displayed on the product page.

If you are not at home during the day that will not be a problem: we will deliver your order wherever you want. In this case it is important that you give the right address when placing the order. Please note it's not possible to have your order delivered to a P.O. Box.

If the goods are lost or damaged in transit, please let us know promptly, so that we can make a claim against the carrier. We will offer you the choice of a replacement or a full refund. Please see Returns Policy for further details.

Cancellation and Return Policy

This cancellation policy does not affect your rights when we are at fault – for example, if goods are faulty or miss-described.

All orders can be cancelled up until the artwork is approved for production. At this point we can provide a refund for the order should you wish.

Once your artwork is approved for production, no further changes can be made to the order, meaning we will be unable to cancel or amend artwork or product specifications. This is a strict policy due to our automated production process, as orders are accepted into our production run immediately.

Complaints must be registered with us within 15 days of receiving the order. Longer than this may result in the complaint not being upheld or rejected. We need to be able to verify the issue was a result of our production process or courier mishandling, this is why we need the complaint registered as soon as it is received.

All of our products come personalised to our customers' specification. As a result of which we are unable to accept returns.

#### Faulty Goods

If there is a problem with the goods please contact us within 15 days to discuss the matter further.

If the goods are found to be faulty upon delivery, you may reject the order and claim a full refund once we have received the order back. If the fault is found later on, or if you delay in making a complaint beyond the 15 days specified, you may not be entitled to a repair or replacement. If the complaint is registered with us within the specified time frame, and a replacement is not available, you may claim a part or full refund of your money back if the complaint is deemed valid.

Please see Returns Process for further details.

No claim for faulty goods can be made if any of the following applies: damage caused deliberately or negligence, improper use or careless maintenance, normal wear and tear, damage caused by not heeding, or incorrectly heeding the user/washing instructions.

#### Returns Process

For orders delivered to a UK address, if you want to return any faulty products in line with our Return Policy, please contact us at [info@starlightprint.co.uk](mailto:info@starlightprint.co.uk). When returning the goods you are required to fill out the Return document that we will have included with your order.

We will re-imburse the amount you paid for your purchase with us to your account within 30 days.

In the event that the wrong product has been sent to you, we will refund the amount you paid for your purchase with us including the original shipping costs. Any costs incurred on your behalf for the return of the wrong item shall also be refunded by us once we have received the goods from you.

#### Ordering from outside the UK

We have a growing number of websites in specific countries from which you can order directly: see our Delivery section for an overview of these countries and the applicable delivery times and charges.

If you order products from our UK website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. We will not be held liable for any delay in delivery due to parcels being held for inspection by customs.

You are responsible for ensuring that the product you have ordered can be lawfully imported into your desired country. When ordering from us, you are classed as the importer of record and must comply with all laws and regulations of the destination country. We advise you to make any necessary checks in relation to this before placing your order.

We will not be liable for any breach by you of any such laws. You agree that if any liability is incurred by us because of this you will reimburse us for any costs, damages and expenses to us in connection with any such claim.

#### Payment

Payment from outside of the UK may be made by any of the methods indicated on our website. Payment shall be made in the currency relevant to the country of delivery. Please view our Payment Page. The exchange rate will be set by your bank or credit card provider who may also charge you an additional administration fee.

#### Complaints Procedure

We do our utmost to provide you with the best information, products and services possible. In the case you do have a complaint or other comment to make please contact us by telephone, email or post at the earliest possibility clearly explaining the feedback you have. We aim to reply within 24 working hours.

#### Data protection, privacy and security

For information please see our separate document on Data protection, Privacy and Security.

#### Copyright

This website's content (including text, design, layout, images, and videos) are protected by copyright and are the property of Starlight Print Ltd. Any use other than for your own personal and non-commercial use in line with the transactions and communications between you and us is not allowed without our express written permission.

#### Liability and Indemnity

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Our liability for losses you suffer as a result of us breaking these Terms and Conditions is strictly limited to the purchase price of the product you purchased. Except as set out above and in relation to our contractual obligations to supply goods and/or services following acceptance of orders placed on our website, neither we nor any of our agents, affiliates, directors, employees or other representatives will be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use of the website.

We shall not be liable for any indirect, or consequential loss of whatever nature, including damage to software or hardware, loss of income or revenue, loss of data, damage or loss of business, loss of profits or contracts, loss of anticipated savings, waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or any other indirect or consequential loss arising out of or in connection with your use of the website (including without limitation, any such loss arising out of or in connection with any order placed on the website, whether or not accepted by us).

You agree to indemnify us and our agents and officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by you. We may terminate your use of the website immediately if we consider that you have breached these Terms and Conditions.

#### Jurisdiction

These Terms & Conditions and all matters connected with any order you place on our website are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts in relation to all matters connected with, or arising out of, the website or any order you place on the website.

All dealings between us in connection with our T&C's and each purchase shall be carried on in the English language.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

#### General

These Terms apply to our information and offer to you, the agreement between us and any related communication. We may change our Terms and Conditions at any time, so please do not assume that the same terms will apply to future orders.

In the event of any of these Terms and Conditions to be invalid or unenforceable the remainder of these Terms and Conditions will remain in place. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control which includes any strikes, civil commotion, terrorist attack or threat of terrorist attack, , fire, explosion, flood, other natural disaster, impossibility of the use of public or private transport, impossibility of the use of public or private telecommunications networks or any acts, decrees, legislation, regulations or restrictions of any government.

If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

## Part 2 – Processing personal data

### 1) DEFINITIONS

The following terms as used in this Data Processing Agreement shall, unless the context clearly indicates to the contrary, have the meanings set forth in this Clause:

"Agreement" means the agreement concluded between Customer and Starlight Print Ltd to which these terms and conditions are applicable, including any changes thereto;

"Customer" means the person with whom Starlight Print Ltd concluded the Agreement;

"Data Breach" means any breach of security in connection with the processing of Personal Data under the Agreement that should be notified to the data protection authority and/or data subject as set out in article 33 and 34 GDPR;

"Data Controller" means the data controller as defined under article 4(7) GDPR;

"Data Processor" means the data processor as defined under article 4(8) GDPR;

"Data Processing Agreement" means article 3 to 9 of this part 2 - processing personal data including the annexes hereto, which qualifies as a data processing agreement as set out under article 28(3) GDPR;

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"Personal Data" means any information relating to an identified or identifiable natural person, obtained in relation to the Agreement, provided by the Customer under the Agreement via the website to print on behalf of the Customer;

"Processing" or "Process" means any operation or set of operations which is performed on Personal Data, whether or not by automatic means, as set out in article 4 of the GDPR; and



"Sub Processor" means any processor, as defined in the GDPR, engaged by the Data Processor and any processor engaged by the processor who agrees to Process Personal Data on behalf of the Data Controller.

## 2) PROCESSING PERSONAL DATA

For as far as Customer is the data subject with respect to the Personal Data that Starlight Print Ltd receives, Starlight Print Ltd qualifies as Data Controller with respect to this Personal Data. In that case the Data Processing Agreement is not applicable. For as far as Customer is not the data subject of the Personal Data that Starlight Print Ltd receives, Starlight Print Ltd will qualify as Data Processor and will Process Personal Data on behalf of the Customer, which qualifies as a Data Controller, in compliance with the Data Processing Agreement.

## 3) OBLIGATIONS OF THE DATA PROCESSOR

The Data Processor shall:

only Process any Personal Data for the performance of the Agreement by reviewing the Personal Data in the file by receipt in order to check the format and quality of the file, to print the file and to send that prints to the address provided by the Customer on the order form;

against reimbursement of the costs made by the Data Processor, assist the Data Controller in ensuring compliance with the obligations pursuant to articles 32, 35 and 36 GDPR taking into account the nature of processing and the information available to the Data Processor;

notify the Data Controller, without undue delay after the discovery, about any Data Breach and will provide the reasonable assistance that the Data Controller needs in ensuring compliance with the obligations pursuant to articles 33 and 34 GDPR;

taking into account the nature of the processing, assist the Data Controller by appropriate technical and organizational measures, insofar as this is possible and against reimbursement of the costs made by the Data Processor, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights under the GDPR; and

after termination of the Agreement, ensure that Personal Data will be destroyed within 18 months, or if the Data Controller instructs the Data Processor to do so before the Personal Data is destroyed, return the Personal Data to the Data Controller.

## 4) TECHNICAL AND ORGANISATIONAL MEASURES

The Data Processor shall taken into account the nature of the processing and the information available to the Data Processor, adopt and maintain technical and organizational measures, as set out in the security policy of Starlight Print Ltd available at Starlight Print Ltd. The Data Controller warrants that the technical and organizational measures adopted by the Data Processor are appropriate in conformity with article 32 GDPR for the Personal Data Processed by the Data Processor.

## 5) USE OF SUB CONTRACTORS

The Data Processor is allowed to engage Sub Processors in the context of the Data Processing Agreement. The list of Sub Processors is available at Starlight Print Ltd. The Data Processor will notify the Data Controller in the case of any changes concerning the addition or replacement of Sub Processors. The Data Controller is allowed to object against such change. If it is not possible for the Data Processor to engage another Sub Processor in case of an objection, the Data Controller is entitled to terminate the Agreement. The Data Processor will take reasonable efforts to impose contractual terms on its Sub Processors which are no less protective than those set out in this Data Processing Agreement.

## 6) TRANSFER OF PERSONAL DATA

The Data Processor may transfer Personal Data to a country outside the European Economic Area (hereinafter referred to as 'EEA') if:

the Data Controller instructs the Data Processor to transfer the Personal Data outside the EEA;

the Data Processor is legally obligated to transfer the Personal Data outside the EEA; such country offers an adequate level of protection according to the EU 'white list' of countries offering adequate data protection standards; or

EC Model Clauses are concluded between the Data Controller and the Data Processor or a Sub Processor, as set out under article 46, paragraph 2, sub paragraph c and d GDPR; or the transfer is allowed based on another legal ground under Applicable Laws and the Data Controller has explicitly consented with a transfer based on such legal ground.

In case Personal Data is transferred to a Sub Processor located in a country outside the EEA and there are no EC Model Clauses as set out under clause [6(1)(d)] available that regulates the transfer between two processors, the Data Controller hereby instructs and authorizes the Data Processor to instruct the Sub Processor in Data Controller's name and vis-a-vis the Sub Processor's to conclude EC Model Clauses.

## 7) CONFIDENTIALITY

The Data Processor keeps all Personal Data strictly confidential against third parties and ensures, prior to the disclosure of Personal Data to its employees, subcontractors or employees of subcontractors, that these persons are bound by the same conditions of confidentiality. Clause [7(1)] is not applicable for as far as a law requires the Data Processor to disclose Personal Data or when the Data Controller consents with the disclosure of Personal Data or disclosure is necessary in the context of the performance of the Agreement with the Data Controller.

## 8) AUDITS

On request of the Data Controller the Data Processor will report to the Data Controller about its compliance with article 28 GDPR. The Data Processor shall allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Auditor to the compliance of the Data Processor of its obligations under this Data Processing Agreement. Parties will plan a date for the audit in mutual consultation. The Data

Controller shall inform the Data Processor about the audit at least three weeks in advance. The Data Controller will cover its own as well as the Data Processor's expenses in connection with the performance of the obligations under this clause [8].

#### 9) INDEMNIFICATION

The Data Controller warrants that its instructions to the Data Processor are legitimate and that the Personal Data provided are correct. The Data Controller indemnifies and holds the Data Processor harmless from all (i) damages; and (ii) fines imposed by regulators, which arises from or in connection with or pursuant to any act or omission of or the performance the Data Processor's obligations under this Data Processing Agreement or any other applicable legislation regarding the protection of personal data, including the GDPR.