



STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions. In these Conditions the following definitions apply:

The Company: means Print and Scanning Services, Derby City Council.

The Customer: means the person or firm who purchases goods from the Company.

The Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Please read these Terms carefully before you submit your order to us. These Terms tell you how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions or require clarification on these Terms, please contact us by emailing print@derby.gov.uk

If you do not agree to these Terms, you must not order any products from us.

How to contact us:

Our webpage: www.derby.gov.uk/printandscanning

Email: print@derby.gov.uk

Telephone: 01332 643657

Address: Print and Scanning Services, Derby City Council, Council House, Corporation Street, Derby DE1 2FS.

If we need to contact you, we will do so by email or telephone using the details you provided as part of your order.

1. THE ORDER PROCESS

Your order will be placed when we email you the payment link and payment is received.

Notwithstanding the placement of your order there may be circumstances in which we are unable to process your order because of something we discover after we have sent you an order confirmation email. If this is the case, we will inform you of this via email and will refund you for the product.

We may be unable to accept your order because:

- (a) we have identified an error in the price or description of the product.
- (b) the use of images for a Personalised Product are corrupted, unsupported technically or inadequately pixelated.
- (c) your Personalised Product contravenes, or appears to contravene, our **Content Rules** (see below section 2)

(d) a promotional offer or discount code has been used outside of a valid promotion period or has expired; or

(e) your order otherwise breaches any of the requirements of these Terms.

Your order reference

An order reference will be sent to you which you must use when making your payment.

Personalised Products

If the product includes personalised content selected by you, it is a personalised product (**Personalised Product**). If it is a standard product which does not include any content selected by you, it is a non-personalised product (**Non-Personalised Product**).

It is up to you to ensure the content you have contributed for inclusion in a Personalised Product is correct (for example the content is correctly spelt).

Please check any proofs sent to you by email carefully that all the details are correct. It is your responsibility to ensure that your recipient's name and address is correct if we are posting it to another address other than requesting customer.

If you are emailing a photograph, you must ensure that you have obtained all relevant permissions to use the photograph from any persons in the photograph and the photograph is appropriate to email to us.

If you are emailing a photograph, images must be in JPEG or PNG format. Any other format such as Word documents and PDFs cannot be accepted. For best results, we advise that you make the image dimensions approximately 1,000 pixels for the smallest edge of your photos. We print images at 300DPI (Dots Per Inch), so if you are scanning the image, we recommend you use this setting. If you try to email a photo that has a lower resolution or image size, we will accept it however we cannot accept responsibility if your Personalised Product does not meet your expectations.

By emailing or including any content or material (including but not limited to photographs, graphics, text and other material) for a Personalised Product, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing our obligations under these Terms and exercising any rights you may grant to us. Please note that we may modify content or material in order to conform it to Print and Scanning Services or the requirements of the product you have ordered (such as by cropping images).

The rights and ownership will remain yours, or the person who gave you permission to send it to us.

If you use third party copyright in any Personalised Product, it is your responsibility to ensure that you seek permission from the copyright owner. We will not accept any liability whatsoever if any Customer IP infringes third party copyright. You agree to indemnify, defend and hold us harmless against any third-party claim of infringement for use of such third party's intellectual property on the Personalised Product. You will be held responsible for any fees and third-party damages we may have to pay to a third party because of such infringement and you will be liable to reimburse these payments to us in full.

Quotes and Confirmation

- (a) No Order will be accepted by the Company unless the Customer notifies the Company in writing or confirms acceptance on an electronic quote.
- (b) The Order shall only be deemed to be accepted when the Company receives payment of the Order, at which point a contract will be formed between the parties.
- (c) Any quote is valid for a period of thirty (30) days only from the date stated on the quote unless otherwise provided for in the quote.
- (d) Only quotes provided in writing by the Company will be treated as a valid quote.
- (e) Quotes are “ex works” and unless otherwise agreed in writing delivery will be charged extra.
- (f) All quotes are based on the submission of electronic files in print ready pdf format to the Company’s file guideline specifications and to be submitted via email only.

2. CONTENT RULES

- (a) These Content Rules apply to all content or material which you use or include on any Personalised Products, including products ordered via Print and Scanning Services. These Content Rules must be complied with in spirit as well as to the letter. The rules apply to each part of any content or material which you use or include on any Personalised Products as well as to its whole.
- (b) You should not use or include any content or material on any Personalised Products which:
 - contravenes any applicable law (including, without limitation, any criminal law) or regulation.
 - is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience, or needless anxiety to any person.
 - misrepresents identity or impersonates any person.
 - includes personal data about another person, such as their address, phone number, or email address, except with the written approval of that person.
 - is pornographic, obscene, indecent or offensive, has sexual connotations or promotes sexually explicit material.
 - promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, is inflammatory or that may incite hatred or violence against any person or group.
 - may harass, upset, embarrass or alarm any person.
 - may be used to bully, insult, intimidate or humiliate any person.
 - encourages, promotes or provides instructions for deliberate self-harm.
 - encourages, promotes or provides instructions for suicide.
 - encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder.

- gives the impression that it originates from or has been approved by us or Derby City Council, whether by reference to our/their name or otherwise.
- may violate the integrity and reputation of our name, and the names of Derby City Council.
- advocates, promotes or assists any unlawful act.
- includes or refers to illegal drugs; or
- refers to politicians' names and/or political statements.

(c) Failure to comply with the Content Rules constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:

(d) Legal proceedings against you including but not limited to reimbursement of all costs (including, administrative and legal costs) resulting from the breach.

3. PAYMENT

You can pay for your products using either a credit or debit card. Please use the payment reference provided.

Should you require a full VAT invoice you can apply for a credit account, please state this at the time of ordering and we will assist with getting this set up. Please allow up to 28 working days for the full VAT invoice to be sent.

3.1 Offers, discounts, vouchers and competitions

If you have been sent a discount code or voucher by us, you must advise us when you place your order to ensure your discounted price is quoted.

Promotional offers and discount codes must be used within the valid offer time, but we reserve the right to dispatch products outside of this period.

Print and Scanning Services reserves the right to cancel, change or extend offers at any given time, without notice. Promotions cannot be backdated or applied retrospectively to orders already placed.

There are no cash alternatives for offers or discount codes.

4. DISPATCH, DELIVERY AND PROVIDING THE PRODUCTS

4.1 General information

The dispatch date is the date that we send the item, not the date that it is delivered.

During the order process, we will generally notify you of turnaround times and we will email you when your item is ready to collect from Booth 22, Council House, Corporation Street, Derby DE1 2FS or we will advise you when it has been posted. However, Print and Scanning Services does not guarantee delivery dates or times, unless a Special Delivery is requested (in which case we will guarantee the delivery date and time). We will make you aware of delivery charges (if any) before you place your order.

It is your responsibility to ensure that the postal information you input for delivery is correct.

Errors in the address may cause unnecessary delay and/or result in unsuccessful delivery of your items. You can check that you have the correct UK postcode by using the Royal Mail's handy postcode finder available at www.royalmail.com/find-a-postcode. Please note we are not responsible for the accuracy of the Royal Mail's postcode finder.

4.2 Delivery costs

(a) The price of most products on our Website do not include delivery costs. We will include the delivery costs in our quote, before you place your order.

(b) Delivery of the Goods shall be completed as soon as the products are completed. Orders can be collected from the Document Management Centre or Booth 22 both located at the Council House, Corporation Street, Derby DE1 2FS. Alternatively, we can arrange to post using Royal Mail 2nd class. If the order is urgent and the customer requests Tracked or Special Mail this can be arranged at additional cost. Customers located within the city boundary of Derby can request a Courier timed delivery slot Monday to Friday between 12.00 to 14.00.

5. ISSUES WITH YOUR ORDER

5.1 Reporting a problem

If you have questions or are unhappy with your order, please contact Print and Scanning Services at print@derby.gov.uk or telephone 01332 643657. You will need to quote your payment reference, your name and email address and the details of the problem with the order.

We aim to acknowledge any complaint within 10 working days and will do our best to resolve it within 28 days. We may ask you to take a photograph of the product to help us communicate with our suppliers and to correct any future problems. Should it be necessary, we will then advise you how to return your item.

Please note that if the value of the product has been reduced by any handling of it beyond what is necessary to check whether the product is as expected, we may deduct an amount to reflect that reduction in value from the sum we refund to you.

Cancellation Charge – the Company will charge a cancellation fee of 25% of the total order, to cover the administration work already undertaken by the Company. An order shall be eligible for this charge once files have been supplied and the processing of the order has begun. Payment is due immediately by Customer.