

Terms and Conditions

These Terms and Conditions relate to the supply of Product by Ipserv Limited Design and Print.

Please read these Terms and Conditions carefully before placing an order. You should be aware that by placing an order for a Product, you agree to be bound by these Terms and Conditions.

If you have any questions or feel unsure about these Terms and Conditions, please contact us before placing an order.

Please retain a copy of these Terms and Conditions for your reference.

1 - Interpretation

Account – an account set up by the Supplier following a process to check the credit of the Customer and subsequent approval by the Supplier for payment of Charges by invoice.

Charges – the sums payable for a Product provided by the Supplier.

Contract – any purchase of a Product by the Customer from the Supplier that in making, confirms the Customer acceptance to these Terms and Conditions.

Customer – the person or company placing an order with the Supplier.

Email Contact Details – the email contact details of the Supplier – design@ipserv.co.uk or print@ipserv.co.uk.

Telephone Contact Details – the Telephone Contact Details of the Supplier – 01473 432222 – option 2.

Product – goods or services including but not limited to printed items, design work, print and post and scanning.

Supplier – Ipserv Limited, incorporated and registered in England and Wales with company number 10633959, Ipswich, Suffolk, IP1 2DE.

Supplier VAT Number – the VAT number of the Supplier which is 263781972.

VAT – value added tax chargeable in the UK.

Working Day – a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

2 - Making a Contract with the Supplier

When the Customer places an order with the Supplier, the Customer is making an offer to purchase a Product and pay the Charges. By the Customer placing the order they are agreeing to these Terms and Conditions that will be provided with all Product orders.

3 - Charges

All Charges are in pounds sterling and are based on the Customer collecting the Product from the Supplier. The Supplier will notify the Customer by email when the Product is ready to be collected.

If the Customer would like a Product to be delivered, the Supplier can provide a quote for delivery Charges to the Customer.

The Supplier will use reasonable endeavours to provide the Customer with the correct Charges for a Product. In the unlikely event that an error occurs, the Supplier will inform the Customer as soon as possible. The Supplier shall be under no obligation to fulfil an order for a Product that was ordered where the Charges are incorrect. In such a case the Supplier will contact the Customer by email.

4. Product Content

The Supplier reserves the right, at any time, to refuse or cancel a Contract which potentially breaches the (intellectual property) rights of third parties; is otherwise contrary to any law and/or regulation; may be detrimental to the Suppliers good name and reputation or does not comply with social norms and values, which shall be the case if the content is of discriminatory, offensive, violent, defamatory, sexual or an obscene nature.

If the Supplier decides to refuse or cancel a Contract, the Customer will be informed and a refund made if Charges have been paid. There will be no liability for the Supplier whatsoever for refusing or cancelling an order and the Supplier will not engage in any further contact with the customer.

5. Payment

The Supplier requires payment upfront for printed Product orders and a fifty (50) percent payment up front for design Product orders and will not commence the completion of the Product until the required payment is

received unless the Customer has an Account with the Supplier. For design Product orders, the Customer is required to pay the remaining fifty (50) percent before the design Product is provided. In some instances where a design Product has evolved or additional amendments are required beyond that that was quoted for the design Product, the remaining payment may be more than fifty (50) percent, due to the additional changes or design time spent to complete the design Product. The Supplier will contact the Customer at the earliest opportunity to confirm the estimated time to complete the design Product has increased and provide a new Product quote for the additional time or elements.

The Supplier accepts payment via Visa Debit/Credit, American Express, Maestro, Visa Electron, Vpay logo and Mastercard payments.

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

6. Account Payment

When an Account has been agreed between the Supplier and Customer, the Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within thirty (30) days of receipt to a bank account nominated in writing by the Supplier.

Without prejudice to any other right or remedy that it may have under these Terms and Conditions or otherwise, if the Customer fails to pay the Supplier on the due date the Supplier may suspend all Services until payment has been made in full and the Customer shall pay interest on the overdue amount at the rate of four percent (4%) per annum above the Lloyds Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount. All sums payable to the Supplier under this agreement shall become due immediately on its termination or expiry, despite any other provision. This is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

7. VAT

All prices provided will show applicable VAT at the current rate unless the Product is zero rated. For more information, please visit www.gov.uk/guidance/zero-rating-books-and-printed-matter-for-vat-notice-70110#production-of-zero-rated-goods.

8. Force Majeure

The Supplier 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 the Suppliers reasonable control or force majeure which includes acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by supplier's or contractors; and interruption or failure of utility service.

If either party is prevented, hindered, or delayed in or from performing any of its obligations under this agreement by an event outside of its control or force majeure, the party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9. Cancellation

Once the Customer has placed an order the order cannot be cancelled, and full payment will be required for the Charges.

10. Liability and Indemnity

Nothing in these Terms and Conditions shall exclude or limit the Suppliers liability for death or personal injury resulting from the Suppliers negligence or that of the Suppliers employees.

The Supplier's liability for losses suffered by the Customer is limited to the purchase price of the Product ordered. The Supplier will not be liable for any indirect or consequential loss of whatever nature including 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 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 the Customer's Product or order.

The Customer agrees to indemnify the Supplier and its employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Terms and Conditions by the Customer.

11. Complaints

If the Customer wishes to make a complaint, this can be made as per the Ipserv Complaints Procedure that can be found on [Complaints Procedure | IPSEV – Facilities Management](#).

12. Faulty Goods

If there is a problem with a Product, please contact the Supplier within 7 days to discuss the matter further.

If a Product is agreed by the Customer and Supplier to be faulty, the Customer may return the Product and claim a full refund or replacement Product once the Customer has returned the faulty Product to the Supplier. If the fault is found outside of this time frame, or if the Customer delays notifying the Supplier beyond the 7 days specified, the Customer will not be entitled to a replacement, or refund.

No claim for a faulty Product can be made if any of the following apply: damage caused deliberately or negligence, improper use or normal wear and tear.

13. Privacy Policy

For information please see www.ipserv.co.uk/privacy-policy/.

14. Jurisdiction

The Customer and Supplier agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or claims arising out of or in connection with the Contract or its subject matter or formation.

15. General

The Supplier may change these Terms and Conditions at any time. The Customer should not assume that these Terms and Conditions will apply to future orders.

The Supplier will provide a copy of the Terms and Conditions with all Products purchased and can also be found at www.ipserv.co.uk/design-and-print/. When the Customer places an order for a Product, this confirms to the Supplier acceptance to the Terms and Conditions provided.

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 the Supplier shall be construed as a waiver of any proceeding or succeeding breach of any provision.

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 the Supplier in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between the Supplier, whether oral or in writing.

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

