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Below you will find our terms and conditions. 'General' applies to all of the services offered by PicWorks. This section is followed by others which are divided to clarify areas that apply to one service alone. Please read these terms before placing your order with PicWorks.

terms and conditions

general

1. payment

- a) Orders received will only be processed if accompanied by full payment (including delivery charges).
- b) Cheques should be made payable to 'PicWorks'.

2. acceptance of order

We reserve the right to refuse an order for whatever reason.

3. copyright

- a) You are responsible for obtaining all necessary permission to reproduce any material that is covered by copyright or needs any other form of release.
- b) You shall totally indemnify PicWorks and any of its agents from any claim arising thereof.
- c) Copyright of images and or artwork supplied by PicWorks remains with PicWorks or its suppliers unless previously agreed in writing.

4. originals/disks

Extreme care will be taken of all original artwork, transparencies, disks etc. Regrettably, we cannot accept responsibility for loss or damage other than for the replacement cost of the basic materials.

5. delivery

- a) Goods will be delivered as soon as ready.
- b) Quoted delivery times are for guidance only and may vary due to reasons beyond our control.
- c) While every effort will be made to deliver in the shortest possible time, we accept no liability for any costs or losses sustained by the customer due to late delivery however caused.

6. web site terms of use

Use of this web site, and information distributed in conjunction with this website, including without limitation the newsletter service, is offered to you on your acceptance of these terms of use, our [privacy](#) policy and other notices posted on this web site. Your use of this web site or of any content presented in any and all areas of the web site indicates your acknowledgment and agreement to these notices. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our information, services, or web site. We suggest you print a copy of each of these documents for your records.

We reserve the right, at our sole discretion, to modify, add or remove any terms or conditions without notice or liability to you. Any changes to these terms and conditions shall be effective immediately following the posting of such changes on this web site. The most recent version of these may always be found at:

<http://www.PicWorks.co.uk/terms.html>

You agree to review these terms and conditions from time to time and agree that any subsequent use by you of this web site following any changes shall constitute your acceptance of all such changes.

7. disclaimer of endorsement

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favouring by PicWorks. The views and opinions of authors expressed herein do not necessarily state or reflect those of, and shall not be used for advertising or product endorsement purposes.

The appearance of external links does not constitute endorsement by of the linked web sites, or the information, products or services contained therein. For other than authorized activities, does not exercise any editorial control over the information you may find at these locations. All links are provided with the intent of meeting the mission of PicWorks. Please let us know about existing external links which you believe are inappropriate and about specific additional external links which you believe ought to be included.

colour printing

cancellation

- a) Any order cancelled prior to the proofing stage will result in a charge of 20% of the total cost.
- b) Any order cancelled after a proof has been received but before going to print will result in a charge for the proof plus any work carried out up to that point.
- c) No cancellation can be accepted after the order has gone to print.

imprint

- a) All work will carry our company imprint, which will be positioned at our discretion. Unless otherwise requested.
- b) We reserve the right to use without payment or permission any work carried out for the client for our own promotion including advertising and samples.

print quality

The prices shown are for cards printed collectively, that is one job is printed on a sheet with many others. As a result an overall balance has to be maintained. We will always try to match the original artwork supplied as closely as possible and print to the highest standard, however it must be understood that the print quality is solely at the discretion of the printer.

layout and copy

- a) Instructions regarding layout and copy are welcome and indeed encouraged, but on the understanding that unless very clear and exact details are given we will use our professional judgement in the clients design.
- b) PicWorks will not be held responsible for any errors arising out of ambiguities.

proofs

- a) While we do send a colour proof it must be understood that as the proofing system uses a different method of printing than the final print run the colours represented are for reference to assess reproduction, layout and type only, they will not be an exact match.
- b) We shall not be held responsible for any errors overlooked on the proof by the customer.
- c) Any alterations to proofs, other than our own corrections will be charged for and subsequent proof(s) issued.
- d) Bearing the above in mind proofs must be checked, dated, signed and returned to us for the order to proceed.

data storage

- a) All design work carried out by PicWorks will remain the property of PicWorks and be retained in digital format for a minimum of two years.
- b) No responsibility will be accepted for any loss or damage to the stored data.

scanning

8. dirt and marks

- a) Prior to scanning we will use an anti-static brush and air blower to remove loose particles. In the scanning process the software we use will remove what is left, however if the originals are in a very poor condition not all flaws will be removed.
 - b) We will not be held responsible for the scans showing flaws that could not be removed due to the limitations of the software or techniques employed.
- Images should be checked for serious faults and a suitable enhancement service requested if needed at additional cost.

9. retention of files

We will hold a secure copy of your digital files for no longer than 14 days after scanning and return. This will allow enough time for you to contact us if there is a problem or you require further copies.

10. colour limitations

Monitor variation.

Whilst we operate a fully colour managed workflow we have found that others do not, therefore we cannot guarantee exact colour matching at any time, due to the limitations of photographic and computer materials and processes.

Negatives.

- a) We offer no guarantee that image scans will be returned to you with exactly the same colours that the scene presented when they were first taken due to our having no knowledge of the original lighting conditions.
- b) In the absence of a print for colour matching we will use our professional judgement to produce what we perceive to be a pleasing image.

11. satisfaction guarantee

- a) We want you to be happy with your scanned images. If for any reason you are not completely satisfied, we will re-process your order totally free of charge.
- b) This guarantee is subject to your notifying us within 14 days of receipt.
- c) This guarantee is subject to clause 8b above.

profiling

12. remote profiling

As we have no control over your set up, how the target prints are processed or how you output your final image. Our guarantee and liability is limited to the cost of the profile.

13. satisfaction guarantee

a) We want you to be happy with your profiles. If you have a problem using your profile we will talk with you and try to put things right. If after all avenues have been explored you are still not getting the results you expect, we will refund your payment.

b) This guarantee is subject to your notifying us within 14 days of receipt of your profile.

14. liability

Refund of payment is limited to the cost charged by PicWorks for the profile. Costs incurred by you in preparation for Picworks service are not part of our guarantee.

15. printed targets

a) Targets mailed to PicWorks for profile creation will not be returned.

b) Targets will be kept for one month and then destroyed .

image sales

Sorry, terms for image sales not yet available.