



We just love telling you things, we're
right wee gossips us you know !!!



The Scale Of Interest

We have carefully rated each section of our web site as being either, Super Fantastic, Gripping Stuff, Reasonably Interesting, A Tad Droll or Downright Boring.

This section has been rated:

A Tad Droll

Legal Section

Within This Section We Cover:-

Delivery & Costs

Payment Policy

Who Are We

What's Not Included

Copyright

Intellectual Property

Trademarks

You And The Law

Privacy Policy

Our Terms and Conditions



This section covers many of the legal aspects associated with our business and also provides some helpful tips and advice on complex issues such as Copyright, Intellectual Property, and Trademarks.



Delivery & Delivery Costs

All prices shown on our Booklets, Leaflets, etc EXCLUDE delivery and assume collection from one of our print centres. We use a reputable nationwide carrier, currently Parcelforce, to deliver all our goods on a next working day service. Please note that some postcode regions cannot be guaranteed on a next working day delivery - please check at the time of ordering. Please remember that delivery is for a NEXT WORKING DAY - items despatched on Friday will be delivered on Monday.

PO Boxes, please note that we cannot deliver to a PO Box nor can we deliver direct to any Exhibition Centres or Hotels. We reserve the right to refuse delivery to certain addresses where additional costs would be incurred. Delivery costs are based on standard UK Mainland areas. Our couriers deliver the vast majority of work on time, however, we cannot be responsible IN ANY WAY for failed deliveries as these are completely outwith our control. The Ink Shop cannot be held responsible in any way for any losses, howsoever incurred, after goods leave our premises for delivery by a third party. The couriers are fully insured to cover losses but this issue MUST be taken directly with them.

Delivery Costs

Each item in our web page has an allocated delivery CODE, these codes are detailed below along with the corresponding cost. Some products may have a Z entered as the delivery code, when Z is shown this simply means we will contact you with an exact delivery cost, when a Z code is displayed please remember that no delivery costs have been added. Please note: these costs apply to mainland UK only and these costs do NOT include delivery to some Highland (IV) areas and ALL Islands. Additional costs may apply for these areas.

A = £8 B = £13 C = £18 D = 23 E = £28 F = £35 G = £39

H = £44 I = £65 J = £85 K = £160 L = £200

Z = price to be confirmed

When a Z Price Code is shown on the web site this will NOT have a charge made, please note this does NOT mean free delivery, this simply means that the cost of the delivery by the most economical method will be notified to you.



Payment Policy

Our payment policy is full payment with order, when ordering via our on line ordering this can be by credit card ONLY. Please note no print work can start until payment has been received. When ordering through one of our centres payment can be made by: cash : cheque : credit card : maestro or with our own Ink Shop charge card. Please note personal cheques MUST have a guarantee card and we reserve the right not to start work until cheques clear our bank.

Spread The Payment with The Ink Shop Charge Card, enjoy up to 6 months interest free credit with our own Hot Line Account, issued subject to status, full written details on request. Spend over £2500 in one transaction and spread the payment to SUIT YOU, interest free over 6 months. Spend between £50-500 and enjoy 56 days interest free. Full details are available on request, credit is issued subject to status.

Who Are We ?

The Ink Shop is a trading name of "Ink Shop Printing Limited", a private limited company registered in Scotland. In Scotland our Glasgow, Cumbernauld, Aberdeen, Greenock and Inverness stores are wholly owned by "The Ink Shop". Edinburgh, Dunfermline, Stirling, Hamilton and Fort William are operated under franchise.

"The Ink Shop ", name, logo and device are all registered trade marks, registered under the Trade Marks Act 1994 of Great Britain and Northern Ireland, registration numbers 2228469 & 2193902 respectively. The Ink Shop are both FSC and PEFC Certified, our FSC Chain Of Custody Number is FSC-TT-COC-002733, our PEFC Licence Number is PEFC/16-33-505.

What's Not Included ?

The Ink Shop operate a policy of NO HIDDEN EXTRAS, that's not to say absolutely everything is included in the price, that would be unreasonable. What it does mean is we set out exactly what's not included, that way there are no NASTY SURPRISES.

Artwork is not included in any of our prices, and we'd be delighted to quote for any design work you may require. We don't include artwork within our prices as many clients prefer to supply their own. **Delivery** is not included in any of our prices, again many clients prefer to collect goods from one of our branches. **VAT** where applicable is payable, many items such as Leaflets, Brochures, Booklets and Menus are generally zero rated.

That's pretty much it, we do have many options to upgrade your print work, but we don't consider these "Hidden Extras", these are simply options to allow you to customise your print order.



Copyright & Intellectual Property

This is a complex area of law and certainly can't be covered in detail within the contents of this web page, we'd suggest taking the advice from a Solicitor if you are unsure. In general terms almost ALL written and published works will be subject to Copyright, that means Books, Newspapers, Magazines and even Company Brochures. This means that you simply can't copy your competitors literature - but WHY WOULD YOU ??? You come to us and we IMPROVE on it, giving YOU the advantage !!! When clients present to us a brief for artwork and images to be used/added, we will assume that any and all permissions have been sought and obtained. It is YOUR responsibility to ensure that no Copyright infringements have been made.

Intellectual Property is another HUGELY complex area of law and can cover Published Works, Electronic Works, Ideas, Concepts - in fact virtually anything to do with a business and how it operates. Be aware too of Cyber Squatting, an example of this is to use a competitors name or brand in internet search key words, for example; Joes Joinery is a successful business, if you use Joes Joinery as an internet keyword - well you're in a world of trouble. Let's say you think you're clever and list a mis-spelling, Joes Jionery... ah ha you think, 100's of people mis-spell that when searching on line... guess what, you're in a PILE OF TROUBLE. We would strongly advise that you speak to a Solicitor who specialises in such complex areas of law if you are AT ALL unsure.

Trademarks protect a brand, you'll not be surprised to learn this is a complex area of law and specialist advice should be sought. Take The Ink Shop as an example, we have multiple Trade Marks registered to cover our name and logo (device). The WORDING "The Ink Shop" is registered, as is "Creators Of Colour", and of course the entire logo, or device, is registered too. You'll see that REGISTERED Trade Marks will carry an ® logo, this indicates this is a trademark and that mark is REGISTERED. Others may use "TM" to indicate that the illustrated device is a trademark of that company, but may not be registered.

You And The Law

The law recently changed for Limited Companies and Limited Liability Partnerships (LLP) in that the requirement for displaying certain information on Letterheads was extended to most written applications such as Invoices, Purchase Orders, Receipts, Web Sites and E.Mails.

The information to be displayed includes, Company Name, Registration Number and your Registered Address, you'll also need to include a VAT number if you are charging VAT on items such as Invoices. Further details can be found at companieshouse.gov.uk



Privacy Policy & Terms & Conditions

Ink Shop Printing Limited, hereinafter referred to as "The Ink Shop".

The Ink Shop and its affiliates respect the privacy of its on-line visitors and are committed to providing a secure environment for them. We have adopted an On-Line Privacy Policy that guides how we collect, store and use the information you provide us. This Privacy Policy details how The Ink Shop safeguards the privacy of its on-line visitors. Please note that when you link to other sites from any of the The Ink Shop web sites listed below, the The Ink Shop Privacy Policy does not apply to, and cannot control the activities on, those other sites. Also, this Privacy Policy may change from time to time, so please check back periodically to ensure that you are aware of any changes.

Our privacy policy contains information regarding the following:

What personal information we may collect?

What other types of information may we collect?

How your personal information may be used.

Who is collecting your information? With whom your information may be shared?

What choices you have regarding the collection, use, and distribution of your personal information.

What cookies are and how we use them?

What are Internet protocol addresses?

What to do if you want to correct or review your personal information?

How secure your personal information is.

What to do if you have a question or complaint?

If you have any questions, complaints, or comments regarding our privacy statement or policies, please contact the Privacy Policy Administrator at privacy@theinkshop.co.uk. This Privacy Policy currently applies to the following web sites operated by The Ink Shop:

www.inkshopprinting.com, and www.inkshopprinting.co.uk

www.theinkshop.co.uk, and www.theinkshop.biz, and www.theinkshop.info, and www.theinkshop.org.uk and www.theinkshop.me.uk

and any other web page which may be added at a later date



Privacy Policy & Terms & Conditions

If you have any questions, complaints, or comments regarding our privacy statement or policies, please contact the Privacy Policy Administrator at privacy@theinkshop.co.uk. This Privacy Policy currently applies to the following web sites operated by The Ink Shop:

www.theinkshop.co.uk, and www.theinkshop.biz, and www.theinkshop.info, and www.theinkshop.org.uk and www.theinkshop.me.uk and any other web page which may be added at a later date

What personal information is collected?

The Ink Shop only collects personal information on a voluntary basis. If an on-line visitor submits information to The Ink Shop, it will usually take the form of either: (1) the purchase of goods or services through our on-line stores; (2) registration for the receipt of publications and newsletters (3) general enquiries relating to the procurement of print (4) a consumer complaint; and/or (5) surveys and comments. The requested information may include your name, address, phone number, e-mail address. Although we do not require this information to gain access to our sites, you may not be able to access certain areas that require registration or receive materials such as newsletters unless such information is provided.

Visitors purchasing products or services through our on-line stores will be required to provide additional information such as a valid credit card number and expiration date.

What other types of information may we collect?

Your web browser or client software may transmit certain geographic information or information regarding the capabilities or features of your computer to The Ink Shop. The Ink Shop may use this information to generate aggregate statistics about our user community or for security purposes. This information is never linked to you or your business/household in any way.

How do we use your personal information?

The personal information you provide The Ink Shop will allow us to fulfill your product or service order; alert you of new products, features, or enhancements; and/or notify you of upgrade opportunities, contests, or special events. The Ink Shop operate a STRICT POLICY of NOT passing your details to ANY OTHER company or third party for any other marketing purposes.

Lastly, we may use your personal information for internal marketing, profiling, or demographic purposes, so we can adapt our products and services to better suit your needs. We do this to better understand and serve our customers.

Who is collecting your information?

When you are asked for information while on a The Ink Shop site, you are sharing that information only with The Ink Shop and we will not disclose that information without your permission. Some services, however, are provided in conjunction with partner companies. If another company other than The Ink Shop is collecting your personal information, you will be notified at the time the information is collected. If do not want your information shared, you can choose not to allow the transfer of information by not using that particular service or by not providing any information at that time.



Privacy Policy & Terms & Conditions

Please be aware that advertisers or web sites with links to our sites may collect personal information about you. And remember, the The Ink Shop Privacy Policy does not apply to, and cannot control the activities of, those other advertisers or web sites.

With whom may my personal information be shared?

The Ink Shop may disclose your personal information to third-party vendors for the purpose of fulfilling orders for example courier companies, processing mailings, or to analyze and/or store data. In special circumstances, we may also disclose such information if there is a violation of our Terms and Conditions or if we have a good faith belief that the law requires it.

The Ink Shop sites may also have forum sections, where users can chat and exchange ideas and tactics. When posting to a forum, please be aware that the information posted is being made publicly available on-line and the user does so at his or her own risk.

What choices do I have regarding the collection, use, and distribution of my personal information?

The Ink Shop allows you to control the way we use personal identifying information that we might obtain. In fact, many of the "mailings" The Ink Shop may send you, such as newsletters, tell you how to cancel the receipt of any future mailings.

If, at any time, you wish to opt-out of: (1) providing us your personal information, (2) having your personal information shared with third parties, and/or (3) receiving information, via email or postal mail, about new products, services and promotions, you can do so by writing to The Administrator, The Ink Shop, The Ink Shop Head Office at 76 Grayshill Road, Westfield North, Cumbernauld, G68 9HQ . Please indicate in your request what publications or services you no longer wish to receive so that we may better address your needs.

What are cookies and how do you use them?

The Ink Shop uses cookies on its web sites. Cookies are a feature of your web browser that allows web sites to transfer bits of information to your computer for record-keeping purposes. A cookie stored on your computer can be used to "remember" things like your password, or that you have already registered. This allows us to speed up your future activities, saving the time you would normally spend entering information such as your password or registration. In addition, The Ink Shop may use cookies to retrieve user information for promotional, marketing, or security purposes.

What are Internet protocol addresses?

An Internet protocol ("IP") address is the unique number assigned to your server or Internet Service Provider ("ISP"). The Ink Shop may keep track of IP addresses for system administration, to report aggregate information, or to prevent our servers from being abused.



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What do I do if I want to correct or review my personal information?

If for any reason you are concerned with the way we are using your personal information, or would like to correct or request that we cease from using such personal information, please contact The Ink Shop Head Office at 76 Grayshill Road, Westfield North, Cumbernauld, G68 9HQ. Telephone 01236 611907

How secure is my personal information?

The Ink Shop has taken steps to ensure that all information collected will remain secure and in its original form, i.e. free from any alteration. As such, access to all personal information is strictly controlled. When credit card information is transmitted, for example, we use industry standard, SSL (secure socket layer) encryption. In addition, we will take reasonable steps to assure that third parties to whom we transfer any data will provide sufficient protection of personal information.

What if I have a question or complaint?

If you have any questions or wish to file a complaint, please feel free to send a letter addressed to The Ink Shop, The Ink Shop Head Office at 76 Grayshill Road, Westfield North, Cumbernauld, G68 9HQ we regret that we cannot action any complaint unless a name and return address is provided.

By using The Ink Shop web sites listed herein, you signify your assent to The Ink Shop Privacy Policy. If you do not agree to this policy, please do not use these web sites.

Please Contact Us If You Wish A Copy Of This
Privacy Policy To Be Sent To You (PDF)
In 18 Point Text (This is 18 point Text)



Privacy Policy & Terms & Conditions

Standard Terms & Conditions

These terms and conditions are those of The Ink Shop Printing and Colour Copy Centre Limited, hereinafter referred to as "The Ink Shop"

- 1) PRICE VARIATION:** estimates are based on The Ink Shops current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise in such costs.
- 2) TAX:** The Ink Shop reserves the right to charge the amount of any taxes, value added tax, duties or royalties etc which are payable whether or not included on the estimate or invoice.
- 3) PRELIMINARY WORK:** all work carried out, whether experimentally or otherwise, at the customers request shall be charged.
- 4) COPY:** a charge may be made to cover any additional work involved where copy supplied is not clear, complete and legible.
- 5) PROOFS:** proof copies of all work including photographs may be submitted for customers approval and The Ink Shop shall incur NO LIABILITY for any errors not corrected by the customer in proofs so submitted. Customer alterations and additions will incur further charges. When layout is left at the Ink Shops discretion any changes made thereafter will incur further charges.
- 6) COPYRIGHT:** The customer shall be solely responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, literatures, maps etc. The customer will indemnify the printer and his agents from any claim arising thereof.
- 7) COMPANY IMPRINT:** Unless otherwise specially requested in writing all work produced will carry our company imprint which will be positioned at our discretion.
- 8) DELIVERY AND PAYMENT:** (a) delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed, the ownership shall pass providing full payment has been received by cleared effects. (b) no print work will commence until i) full payment has been received ii) proof approval so submitted. The Ink Shop reserve the right not to start such print work until any such payments, in the case of cheques, have cleared our bank. (c) the responsibility for collection and or delivery of goods lies with the customer. Any carriage arranged by the Ink Shop is on the customers behalf and the printer is not liable for any delays / losses arising out of that carriage. (d) should expedited delivery be agreed an extra charge may be made to cover any overtime or any other additional costs involved. (e) should work be suspended or delayed at the request or as a result of the customer or their agents for a period of more than 14 days the Ink Shop shall then be entitled to payment for all work already carried out, material specially ordered and other additional costs including, but restricted to, storage. (f) cheques returned to the Ink Shop will incur a handling charge of £20 per transaction. The Ink shop reserves the right to notify any credit agencies when cheques are so returned.



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9) COMPLETION DATES: all delivery dates/times given are approximate, unless a guaranteed delivery date has been agreed in writing and the appropriate guarantee payment received. All delivery dates given are approximate and are based ONLY on working days AFTER receipt of i) the final proof copies, ii) written authority to proceed, iii) full payment. The Ink shp reserve the right not to commence work until, in the cases of cheques, payment has cleared our banking system. Although every effort will be made to meet such approximate dates, due to the nature of the process the Ink Shop cannot accept any liability or consequential loss claims arising from such a completion date not being met other than to the extent of the refund of any premium charges which may have been paid.

10) VARIATION IN QUANTITY: every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one or two colours and 5-10 per cent for work in full colour being allowed for overs or shortages the same to be charged or deducted.

11) CLAIMS: any query regarding the condition of goods supplied should be made to the Ink Shop verbally as soon as practicable and no later than 24 hours after the collection / receipt of the goods and confirmed in writing NO LATER than 5 working days after same. Any claim regarding non delivery must be made in writing within 10 days on the invoice date. No claims will be entertained that fall outwith this time period.

12) LIABILITY: the Ink Shop shall not be liable for any loss to the customer arising from delays in transit not caused by the printer. The Ink Shop shall not be liable for any losses incurred by the customer, including any and all third party costs, as a result of a failed delivery other than to the extent of a refund of any premium costs.

13) STANDING MATERIAL: all plates and associated products used by the Ink Shop shall remain their exclusive property. Such items supplied by the customer shall remain the customers property, such items being supplied by the customer entirely at their own risk. The Ink Shop reserve the right to destroy or dispose any and all such products immediately after printing has been completed, with the exception of products supplied by the customer which will be retained, at the customers own risk, by The Ink Shop for a period not exceeding 1 month, such clause applying also to printwork not collected.

14) CUSTOMERS PROPERTY: all property supplied to the Ink Shop by or on behalf of the customer shall while it is in the possession of the Ink Shop or in transit to or from the customer or their agents be deemed to be at the customers own risk unless otherwise agreed by the Ink shop in writing, such property should be insured accordingly by the customer. Whilst every care is taken the Ink Shop and his agents cannot accept any responsibility for loss or damage to any artwork, photographs, media storage, disk, literature or ANY other property supplied by the customer or their agents, any liability shall be limited to the replacement cost of the basic material to a maximum claim value of £50 (fifty pounds sterling)



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15) MATERIALS SUPPLIED BY THE CUSTOMER: (a) the Ink Shop may reject any paper, plates or other materials supplied or specified by the customer which appear to him as unsuitable. Additional costs will be incurred if said defective materials cause an unreasonable delay to the printer. Under no circumstances may any inks or other consumable / chemical products be supplied by the customer or their agents. (b) Where materials are so supplied the Ink Shop will take every care to secure the best results, however responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. (c) it shall be the customers sole responsibility to satisfy themselves of the suitability of ANY paper/card used, examples include, but are not restricted to: suitability of print for food use, suitability of paper for laser printers etc. the Ink Shop cannot accept responsibility for any claim arising from the unsuitability of printed products. The customer or their agents must also supply an adequate extra amount to cover normal spoilage and set up.

16) INSOLVENCY / ACCOUNTS: if the customer ceases to pay debts in the ordinary course of business or cannot pay their debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person which has an act of bankruptcy petition issued against him, the Ink Shop without prejudice to other remedies shall: (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out, whether completed or not and materials purchased for the customer, such charge to be an immediate debt due to him and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled to the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply then proceeds towards such debts. **ACCOUNTS:** The Ink Shop will at their discretion determine whether a trade account will be opened after obtaining relevant references and bank opinions supplied by the customer. Accounts are normally on available to council and government bodies and PLC companies and such work only undertaken on the provision of a duly signed purchase order. Such invoices are issued strictly on a nett monthly account, The Ink shop reserve the right to charge interest on overdue accounts and or to close accounts at any time, in such events all monies, whilst due or not becoming immediately payable.

16B) CREDIT CARD: The Ink Shop, in conjunction with Clydesdale Financial Services Ltd (CFS), may offer a HOT LINE ACCOUNT card, such card offering an interest free period of some 56 days and not exceeding 6 months subject to spend. This card is offered subject to status at the SOLE DISCRETION of CFS, The Ink Shop has NO DECISION powers in any way. Applicants for this credit card should be aware that CFS will conduct routine credit and anti fraud checks during the application process. Should the account be cleared in FULL by the END of the interest free period NO INTEREST will be payable - thereafter interest becomes payable at the rate advised.



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17) ILLEGAL MATTER: (a) The Ink shop shall not be required to print any matter which in its sole and final opinion is or may be of an illegal or libelous or inappropriate nature or an infringement of the proprietary or other rights of any third party, such conditions being extended to material of an extreme or political nature. (b) The Ink Shop reserves the right to refuse to print any matter which in his opinion may be prejudicial or detrimental to the good of the Ink Shop and or its agents. (c) The Ink Shop shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material printed for the customer and or their agents. The indemnity shall extend to any amounts paid on a lawyers advice in settlement of any claim.

18) SUITABILITY OF PRODUCTS: the Ink Shop accepts no responsibility as the suitability of any printed product. In cases where such printing may be used for clothing labels, food packaging etc it is the customers sole responsibility to ensure the suitability prior to printing, no claim will be entertained

19) FULL COLOUR PRINTING: every effort will be made to obtain the best possible colour reproduction on customers work but due to the nature of the process involved The Ink Shop shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are NOT colour accurate and are issued for content checking only.

20) RIGHT TO CANCEL: the Ink Shop reserve the right to cancel ANY order at ANY time without reason where such orders are cancelled any monies due will be refunded EXCLUDING any costs incurred as a result of work done on the instructions of the customer or their agents. Customer Cancellations: Orders cancelled after an on line payment or credit card payment has been made are subject to an administration charge of £10 - in ADDITION to any works carried out. Proofing that is provided with no charge is offset against the production costs, when orders are cancelled AFTER the proof has been supplied the original cost of £15 applies.

21) INTERNET AND E.MAIL: where orders are placed via electronic means, including but not restricted to, web, internet, e.mail no order will be deemed as accepted by the Ink Shop until such orders are produced on an OFFICIAL Ink Shop order form, the Ink Shop reserve the right to alter prices on such order forms should the specification of the order differ from the customers original brief/order. Please note that orders taken over the internet/e.mail can only be processed for work being delivered in the United Kingdom.

22) PRINTED RESULTS: The Ink Shop have no control over the production of artwork supplied by customer and or their agents, the guide produced by the Ink Shop is a basic guide only and in no way provides an exhaustive or guaranteed result, where customers or their agents supply artwork for print on disk or via any other means this is done entirely at the customers own risk The Ink Shop can accept no responsibility for the quality of the printed product. The Ink Shop may, from time to time, use printed work as samples to promote the services of the company including display and/or printed marketing materials - the company will NOT distribute printed samples to any third party.



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23) FORCE MAJEURE: The Ink Shop shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including, but not limited to: staff illness, act of god, legislation, war, terrorist activity, fire, flood, drought, failure of power, mechanical / machinery failure, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any liability to procure material required for the performance of the contract. During the continuance of such contingency the customer may by written notice to the Ink Shop elect to terminate the contract and pay for work done and material used, but subject thereto shall otherwise accept delivery when available.

24) TERMS AND CONDITIONS: these terms and conditions are those which any order or contract is founded upon and supercede any terms and conditions issued by the customer or their agents prior to or after the placing of any order

25) LAW: These conditions and all other express terms of the contract shall be governed and construed in accordance with laws of Scotland. These terms are available in printed format on request - E&OE

Please Contact Us If You Wish A Copy Of These
Terms and Conditions To Be Sent To You (PDF)
In 18 Point Text (This is 18 point Text)