

MyCardProject

Terms and Conditions of Business

1. General Notice

- 1.1. Orders will be processed exclusively on the basis of the following terms and conditions (which may be varied from time to time) and shall supersede any previous agreements that may have been entered into between the parties unless varied by agreement in writing (including email).
- 1.2. These terms and conditions do not affect your statutory rights. To order goods through this website, you must be at least 18 years of age and we have the right to refuse, at our discretion to supply any goods ordered by you.
- 1.3. Our Normal Working Hours are 9am to 5.30pm Monday to Friday excluding Bank Holidays. We may also be closed in the period between Christmas and New Year.
- 1.4. MyCardProject will aim to ensure the website is open 24 hours a day, 7 days a week, however, we will not be liable should the website not be available for any period of time.

2. Organiser/School

- 2.1. By signing up a Welcome Pack will be sent the Organiser unless stated otherwise.
 - 2.1.1. The Organiser is not contracted in any way to take part in a project.
- 2.2. Parents will order directly online and MyCardProject will pay commission on successful completion of all orders.
 - 2.2.1. Incomplete or refunded orders will not receive commission.
 - 2.2.2. The rate of commission will be stated in the Welcome Pack before the project starts.
- 2.3. The Organiser can see a report of all orders and commissions in their dashboard.
- 2.4. The Organiser will not receive an invoice for orders as parents have paid directly.
- 2.5. The Organiser will have access to downloadable artwork for printing or electronic posting. It is the Organiser's responsibility to check the content of the provided artwork before posting.
- 2.6. The Organiser will be entitled to One Free collection and One Free delivery. All other collections will be charged against the commission total.
- 2.7. MyCardProject will separate the products into classes as separated by the Organiser prior to collection.
- 2.8. MyCardProject will check all the items before they are boxed in classes. We strongly recommend the Organiser check the items as they are handed out to the children to ensure all the items have been delivered.

3. Parent Order

- 3.1. Ordering

- 3.1.1. Bespoke Goods & Made to Order Products do not qualify for the 14 calendar day cooling off period – once an order has been placed and production has commenced your order cannot be cancelled or changed.
- 3.1.2. Artwork must be returned to the Organiser by the date advised by the Organiser.
- 3.1.3. If the artwork is not ready to be collected by MyCardProject when the Organiser has requested collection, the order will be cancelled.
- 3.1.4. The correct code must be used for ordering. If incorrect codes are used, MyCardProject cannot match the artwork with the order.
- 3.1.5. MyCardProject will not process any orders that do not have any corresponding artwork.
- 3.1.6. MyCardProject will not process any artwork that does not have a corresponding order.
- 3.1.7. MyCardProject will only process artwork collected by us from the Organiser.
 - 3.1.7.1. MyCardProject will not process any artwork that is emailed or posted separately.
- 3.1.8. Once the online shop is closed, it will no longer be possible to place an order.

3.2. Payment

- 3.2.1. Before any orders can be processed and printed, Parent must pay for the order in full inclusive of any VAT payable.
- 3.2.2. Orders can only be placed online – no other methods of payment are accepted.
- 3.2.3. Our charges may vary from time to time.
- 3.2.4. We shall process and print a copy(ies) of the artworks that you have supplied us with subject to payment and the terms herein.
- 3.2.5. If you pay by credit or debit card [or by using the prepayment option described on our website] you may receive an acknowledgement from our payment processor, advising you whether or not your payment has been authorized. This acknowledgement relates to your payment only and is not our acceptance of your order.

3.3. Print quality

- 3.3.1. Whilst every effort has been made to reproduce the colours accurately, users should be advised that actual printed colours may vary from the original artwork. There are limitations to which your finished piece will appear in comparison to any printed sample. This is due in part to the widely varying results from different output devices including inkjet and laser printers, continuous tone proofing devices, high-resolution film-based proofs, and different than true offset lithography. Even from one commercial printing firm to another, there can be significant differences in result. In other words we cannot guarantee that your finished piece will look exactly as the printed sample.
- 3.3.2. Parents should refer to the Artwork Guidelines available on the website and supplied to the Organisers.

- 3.3.3. Any important text and images should be kept within 10mm of the edge. This part of the artwork is used as the bleed for printing and will be cut-off.
- 3.3.4. Printing of online orders is a fully automated process. All information entered during the ordering process will be printed on the products. MyCardProject is not responsible for checking the spelling and will assume all information entered has been checked and that they are approved to print. We will not refund for parents changing their mind about any information or spelling where they have entered the details incorrectly.
- 3.3.5. Parent is required to indicate on the artwork form the orientation to show which side is the top of the artwork. If this information is not supplied MyCardProject will make a best judgement and are not liable for incorrectly deciding on the orientation.
- 3.3.6. All features that are fixed to the artwork must ensure they are strongly glued on. MyCardProject is not responsible for any items that may have become unstuck in transit or during the production process.
- 3.3.7. MyCardProject does not permit any printing which infringes copyright.
 - 3.3.7.1. The parent must ensure that they either own the copyright of any content or are fully licensed by the copyright owner to include that content.

3.4. Delivery

- 3.4.1. All items will be delivered to the Organiser.
 - 3.4.1.1. The Organiser will be supplied with a check-list for each class.
 - 3.4.1.2. Any missing items should first be raised with the Organiser to check is the item was received and accepted on the check-list.
- 3.4.2. MyCardProject will deliver the items to the Organiser no later than 5th December.

3.5. Claims

- 3.5.1. Claims arising from damage, delay or partial loss in transit must be made in writing to us, so as to reach us within 30 working days of deemed delivery.
- 3.5.2. All claims with regard to the quality or quantity of the items you order shall be made in writing to us so as to reach us within 30 working days of receipt goods or such orders shall be deemed to comply as to quality and quantity within the terms of the agreement.
- 3.5.3. Claims in respect of non delivery must be made in writing so as to reach us within 30 days from receipt of email confirmation that the items have been dispatched to the Organiser.
 - 3.5.3.1. To make a claim the Parent must provide a description and photo of the fault and an address to send a replacement should it be approved.
- 3.5.4. We reserve the right to rectify defective work by reprinting and shall not be liable to therefore make a refund to you.

- 3.5.5. If we offer to replace the item that is defective you must accept such an offer unless you can show why it would be unreasonable for refusing to do so.
- 3.5.6. If you have the defective work remedied by a third party without reference to us, you will automatically lose your right to any remedy from us.
- 3.5.7. Reprints will be sent to the address supplied by the Parent within 10 working days of approval of the reprint.
 - 3.5.7.1. The reprint may not arrive in time for Christmas.
- 3.5.8. Refunds for orders will be paid once the Project is complete, by the 15th of January.

4. Liability

- 4.1. Save insofar as defects in the printing cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the documents shall be limited to the price of your order.
- 4.2. We can accept no responsibility for loss or from damage arising from the supply of our services under this agreement unless you have fully complied with the notification of claim procedure set out above.
- 4.3. For the avoidance of any doubt we shall not be liable for any indirect loss, consequential loss or third party claims arising out of any loss to you arising from any delay in transit, defective printing or otherwise as a result of our negligence howsoever caused or otherwise.
- 4.4. Nothing in these terms and conditions shall affect the right of a consumer.

5. Indemnity

- 5.1. You agree to indemnify us in full and hold us and our employees harmless from any claim or demand, including reasonable legal fees or expenses and damages made by any third party that the documents or their contents infringe the patent, copyright, design, trademark or any other right of such third party.

6. Data Protection

- 6.1. We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we will not be liable for any unauthorized access to information supplied by you.

7. Force Majeure

- 7.1. We will not be held responsible for failure or delay in the carrying out of our obligations under this agreement arising from any cause outside our reasonable control or by inability to procure materials or any other item except at higher prices due to any such cause and in such circumstances, we shall be entitled by notice to terminate this agreement in whole or in part without incurring any liability whatsoever to you.

8. Cancellation

- 8.1. We shall be entitled to cancel your order if in our reasonable opinion, the documents or any of its contents are of an illegal, offensive or libelous nature in which event, you will be liable for our reasonable administration costs.

9. Severability

9.1. All clauses and sub clauses of this agreement are severable and if any clause or identifiable part is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the enforceability of the effect of the remaining provisions or identifiable parts thereof in these terms and conditions.

10. Notices

10.1. Any notice which is given under these conditions shall be either by electronic communication or if by you, by prepaid recorded delivery addressed to us at the address in these conditions and if by us by first class post addressed to you at the delivery address on your order. Legal proceedings must be served by first class post or by prepaid recorded delivery only.

11. Jurisdiction

11.1. Any claim or dispute shall be determined by the English courts and in accordance with English law.