

Glasgow Life Photo Library Online Terms and Conditions

The following paragraphs (together with any documents expressly referred to in them) provide you with information about us and the legal terms and conditions (Terms) on which we sell any of the Prints or Images listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Prints or Images to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Prints or Images from our site. Please note that before placing an order you will be asked to confirm that you accept these Terms. If you refuse to accept these Terms, you will not be able to order any Prints or Images from our site.

1. INFORMATION ABOUT US

1.1 We operate the website www.csgimages.org.uk. We are Culture and Sport Glasgow (Trading) Community Interest Company, registered in Scotland under company number SC313850 and with our registered office at 220 High Street, Glasgow G4 0QW. Our VAT number is GB 898 0382 76.

1.2 To contact us, please see our Contact Us page.

2. OUR PRINTS OR IMAGES

2.1 The images of the Prints and Images on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Prints or Images. Your Prints or Images may vary slightly from those images.

2.2 Prints will be sent in appropriate packaging to ensure they arrive in good condition.

2.3 We will email you a link to download your Images as a zip file.

2.4 All Prints or Images shown on our site are subject to availability. We will inform you by email as soon as possible if the Print or Image you have ordered is not available and we will not process your order.

3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read this, as it includes important terms which apply to you.

4. IF YOU ARE A CONSUMER

This Clause 4 only applies if you are a consumer.

4.1 As a consumer, you have legal rights in relation to Prints or Images that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights.

You may wish to print a copy of these Terms or save them to your computer for future reference. You will also be sent an electronic copy with your Dispatch Confirmation.

We amend the Terms from time to time, so please check the Terms every time you wish to order Prints or Images, to ensure you understand the Terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

5. IF YOU ARE A BUSINESS CUSTOMER

This Clause 5 only applies if you are a business customer.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Prints or Images.

5.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by, or on behalf of, us which is not set out in these Terms or any document expressly referred to in them.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 For the steps you need to take to place an order on our site, please see our How to Buy page.

6.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

6.3 After you place an order for a Print, and your payment is received, we will confirm our acceptance to you by sending you an email that confirms that the Prints will be dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

6.4 After you place an order for an Image, and your payment is received, we will confirm our acceptance to you by sending you an email that confirms acceptance of your order and contains a link to allow you to download the Image (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation. Please see Clause 10 for more information on downloading the Image.

6.5 If we are unable to supply you with a Print or Image, for example because it is no longer available or because of an error in the price on our site as

referred to in Clause 10.5, we will inform you of this by email and we will not process your order. If you have already paid for the Prints or Images, we will refund you the full amount as soon as possible.

6.6 For the avoidance of doubt, we may refuse to supply a Print or Image for whatever reason and at our full discretion.

7. RIGHT OF RETURN AND REFUND: PRINTS

7.1 Please note that the consumer right to cancel under the Consumer Protection (Distance Selling) Regulations 2000 (the Distance Selling Regulations) does not apply to the purchase of Prints, as they are produced to your specifications on receipt of your Order. This does not affect your right to return faulty prints, referred to in Clause 7.2 below.

7.2 Notwithstanding Clause 7.1 above, you may:

(a) where a Print is faulty, return the Print to us in its original packaging and receive a full refund of the purchase price, any Postage and Packaging and any reasonable costs you incur in returning the Print;

(b) where a Print is not faulty, return the Print to us securely and appropriately packaged and in its original condition within 7 days of your receipt of the Print and receive a refund of 80% of the purchase price (Postage and Packaging, and any other costs incurred in returning the Print, will not be refunded).

In all cases, we advise you to return your Print via a recorded post service and obtain a proof of postage as we cannot be held liable for any Prints lost in transit to us. The Prints remain your responsibility until they are received by us.

7.3 The refunds referred to in Clause 7.2 above shall be paid by us within 30 days of our receipt of the returned Print(s), and shall be paid by the same method used by you to purchase the Print(s).

7.4 As a consumer, you will always have legal rights in relation to Prints that are faulty or not as described. These legal rights are not affected by the returns policy in this Clause 7 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

8. RIGHT OF RETURN AND REFUND: IMAGES

This Clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel certain Contracts under the Distance Selling Regulations.

8.2 Notwithstanding Clause 8.1 above, the provision of Images in downloadable format is a Service under the Distance Selling Regulations. The provision of this Service commences from the date of the Dispatch Confirmation, which is when the Contract between us is formed.

8.3 Notwithstanding Clause 8.2, if an Image is faulty or mis-described, we will first attempt to rectify this; if this is not successful we will refund the price of a defective Image in full as soon as possible and, in any case, within 30 calendar days of the date of the day on which you gave us notice of cancellation.

8.4 We refund you by the same method used by you to pay.

8.5 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

8.6 As a consumer, you will always have legal rights in relation to Images that are faulty or not as described. These legal rights are not affected by the returns policy in this Clause 8 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

9. LICENCE

9.1 We grant you a non-exclusive licence to reproduce the Image within the Territory selected solely for the purposes of, and in the manner detailed in, the Order Form and subject to these Terms.

9.2 The Licence takes effect when the Dispatch Confirmation is issued.

9.3 You shall ensure that each and every reproduction of the Image bears the credit detailed in the Licence Agreement and Invoice. For the avoidance of doubt, the credit line is © CSG CIC Glasgow Museums and Libraries Collections.

9.4 You will reproduce the Image in its entirety unless otherwise agreed with us in writing, and in particular the Image shall not be altered, manipulated or added to.

9.5 You will ensure that the Image shall only be reproduced in a positive light and shall not reproduce the Image in any way which in our reasonable opinion could be considered offensive, defamatory or disrespectful, or could compromise or reflect unfavourably upon the reputation or image of us, Glasgow Life or Glasgow City Council.

9.6 You will not use the Image to promote in any way any business which competes with us or Glasgow Life or otherwise licenses photographic images.

9.7 Where the Image is to be used in a hard copy publication, you will supply us with one complimentary copy of the publication containing the Image, to be delivered free of charge to the Glasgow Life Photo Library, The Burrell Collection, Pollok Country Park, Glasgow G43 1AT, Scotland as soon as reasonably practicable after publication.

- 9.8 Where the Image is to be used in any web-based form, you will supply a link from the appropriate website to www.csimages.org.uk
- 9.9 You shall ensure that the Image is stored securely so that it cannot be accessed by any other person, and that any digital and hard copy versions of the Image (other than those hard copy versions produced in accordance with the Order Form) are destroyed upon expiry of the Licence. You shall not make any copies of the Image (other than in accordance with the Licence), nor shall you make it available via any form of computer network or on the Internet.
- 9.10 In relation to Intellectual Property Rights:
- (a) We own all IPR, including copyright, in the Image and the Image does not to our knowledge infringe the rights of any third parties. No property or copyright in any Image shall pass to you;
- (b) Whilst the original work which is the subject of the Image is no longer in copyright, you are responsible for obtaining any clearances that may be required, such as model release; and
- (c) Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of the Image shall vest in us and you hereby assign all such rights to us.
- 9.11 You agree to indemnify us in respect of any claims, damages, loss or cost arising from your failure to comply with this Clause 9 and any related legislation.
- 9.12 We warrant that we own copyright in the Image and that we are fully entitled to grant the rights described herein. We shall not be liable for any loss or damage suffered by you or any third party arising from use or reproduction of the Image. Our liability for any loss or damage incurred in respect of the agreement is limited to the value of the purchase price (except in relation to any liability which cannot be excluded or limited under applicable law).
- 9.13 The Licence is personal to you and you shall not assign, novate, or otherwise dispose of any of your rights or obligations in terms of this Licence to any other person without our prior written consent.
- 10. DELIVERY**
- 10.1 If you have ordered Prints, your Prints will be delivered within 30 days of us receiving Payment, unless there is an Event Outside Our Control. If we are unable to meet the delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 10.2 Delivery of Prints will be completed when we deliver the Prints or Images to the address you gave us. Items are delivered within the UK by Royal Mail standard delivery service. Details of delivery of Prints outwith the UK are given in Clause 11 below.
- 10.3 The Prints will be your responsibility from the completion of delivery.
- 10.4 You own the Prints once we have received payment in full, including all applicable delivery charges, and delivered the Prints.
- 10.5 If you have ordered Images, an email link to allow you to download the Image shall be sent to you with your Dispatch Confirmation, as soon as your Payment is authorized.
- 10.6 The Images are provided subject to the Licence referred to in Clause 9. You are responsible for the security of the Image from receipt of the Dispatch Confirmation, and must ensure that the Image is not used for any purposes other than those referred to in the Licence.
- 11. INTERNATIONAL DELIVERY**
- 11.1 Unless prevented by an Event Outside Our Control, we deliver throughout the world. Deliveries outwith the UK shall be sent by Royal Mail standard delivery service.
- 11.2 If you order Prints or Images from our site for delivery to an international destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 11.3 You must comply with all applicable laws and regulations of the country for which the Prints or Images are destined. We will not be liable or responsible if you break any such law.
- 12. PRICE OF PRINTS OR IMAGES AND DELIVERY CHARGES**
- 12.1 The prices of the Prints or Images will be as quoted in your online basket at the time of purchase. We take all reasonable care to ensure that the prices of Prints or Images are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see Clause 12.5 for what happens in this event.
- 12.2 Prices for our Prints or Images may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Prints or Images in full before the change in VAT takes effect.

- 12.4 The price of a Product does not include delivery charges. Our delivery charges, where applicable, are as quoted on your Order Form. To check relevant delivery charges, please refer to our Prices page.
- 12.5 Our site contains a large number of Prints/Images. It is always possible that, despite our best efforts, some of the Prints/Images on our site may be incorrectly priced. If we discover an error in the price of the Prints/Images you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Print/Image at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.
- 13. HOW TO PAY**
- 13.1 You can pay for Prints or Images using a debit card or credit card through Worldpay, or by telephone (+44 (0)141 276 9477). We also accept payment by bank transfer. For further information on payment please see the How to Buy page on the website.
- 13.2 Payment for the Prints or Images and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we are ready to dispatch your order.
- 14. OUR LIABILITY IF YOU ARE A BUSINESS**
- This Clause 14 only applies if you are a business customer.
- 14.1 We only supply the Prints for internal use by your business, and you agree not to use the Prints for any re-sale purposes.
- 14.2 Images are supplied strictly subject to the conditions of the Licence referred to in Clause 9.
- 14.3 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) defective Prints or Images under the Consumer Protection Act 1987.
- 14.4 Subject to Clause 14.3, we will under no circumstances whatever be liable to you, whether in contract, delict, breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 14.5 Subject to Clause 14.3 and Clause 14.4, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, delict, breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Prints or Images.
- 14.6 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Prints or Images. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Prints or Images are suitable for your purposes.
- 15. OUR LIABILITY IF YOU ARE A CONSUMER**
- This Clause 15 only applies if you are a consumer.
- 15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 15.2 We only supply Prints or Images for domestic and private use. You agree to use the Prints or Images in accordance with Clause 9 and not for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) any breach of the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective Prints or Images under the Consumer Protection Act 1987.
- 16. EVENTS OUTSIDE OUR CONTROL**
- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 16.2.

16.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Prints or Images to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17. COMMUNICATIONS BETWEEN US

17.1 When we refer, in these Terms, to 'in writing', this will include email.

17.2 If you are a consumer:

(a) To cancel a Contract relating to an Image in accordance with your legal right to do so please contact us as set out in Clause 8. You may wish to keep a copy of your cancellation notification for your own records.

(b) If you wish to contact us in writing for any other reason, you can send this to us by email or by post to Glasgow Life Photo Library, The Burrell Collection, 2060 Pollokshaws Road, Glasgow G43 1AT, Scotland, e: photolibraryenquiries@glasgowlife.org.uk

17.3 If we have to contact you or give you notice in writing, we will do so by email or by post to the address you provide to us in your order.

17.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such an email was sent to the specified email address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. OTHER IMPORTANT TERMS

18.1 We may transfer our rights and obligations under a Contract to another organization, but this will not affect your rights or our obligations under these Terms.

18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.5 These Terms are governed by Scots Law and are subject to the exclusive jurisdiction of the Scottish Courts.