

Terms and Conditions

Definitions

“DAV” means Derby Audio & Video.

“We” refers to Derby Audio & Video.

Dropping off, sending, and returning your original source media

DAV are not liable for any damage or loss of your media during transit to us, or from us, by any carrier designated by us, or you the customer. You are advised to always drop your media off at our offices yourself and to avoid the use of third party courier services so that you can directly ensure the safe arrival of your source media with DAV.

In the event that you, the customer, choose to use a third party courier service to send your original source media to us, we would advise that you use a tracked delivery service, requiring signature on delivery. We would also strongly advise that you look into any insurance options provided by your chosen courier service.

We would always advise that you collect your original source media and transferred media from our offices by hand. In the event that you require us to use a third party courier service to return your original source media and transferred media to you, we will use a tracked delivery service requiring signature on delivery - this will be charged to you, the customer, and will be done at your own risk.

DAV are not liable, as previously mentioned, for any damage or loss of your media during transit to us or from us.

Orders are only accepted on the basis that their value does not exceed that of the replacement value of the original blank media.

Safety of your original source media

DAV understands how important your original source media is. We will always treat your original source media with the exceptional care it deserves. In the unlikely event of us causing damage or loss to any of your original source media, we will compensate you up to the purchase value of the original blank media. This does not apply to any original source media that arrives in a damaged or unusable state, or media that is damaged during playback due to defects or general age.

We do not keep copies of your original source media on-site.

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DVD and media player compatibility

The DVD disks that we provide are industry standard DVD-R disks. Digital files are provided as MP4 files and will be provided on USB sticks. It is your responsibility as the customer to ensure compatibility with your playback equipment / software.

Problems with your transferred media

In the event that you experience a problem with your order / transferred media (DVDs / digital media files provided on USB), you must contact DAV within 7 days of receipt, providing a description of the problem. DAV cannot be held responsible for damaged / mishandled disks or incompatible players / software.

Your responsibility

We will not accept media that contains material classed as 'Prohibited Content'. All media must comply with current laws of shipping audio / visual material. It is your responsibility to ensure that any supplied media does not contain prohibited content, and complies with current laws of shipping audio / visual material.

Prohibited Content: Generally, Prohibited Content includes (without limitation) any of the following types of content:

- A. Content we believe is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate.
- B. Copyrighted material that is used without the express permission of the owner.
- C. Content that violates or encroaches on the rights of others
- D. Content or other material that contains viruses, worms, or corrupt files, Trojan horses and other forms of corruptive code or any other content, which may compromise our service.
- E. Content that advocates illegal activity.
- F. Content that harms minors in any way.

DAV reserves the right to pass any infringements of this Prohibited Content that we may receive to the relevant authorities if it is deemed necessary.

Disclaimers

DAV will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business, or anticipated savings), any loss of goodwill or reputation, or any special, indirect, or consequential damages (however arising, including negligence) arising out of or in connection with this agreement.

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Currency

All prices quoted are in UK Pounds (GBP) unless stated otherwise.

Methods & terms of payment

We accept payment via Cash, Bank Transfer (BACS), and via most major credit / debit cards online, in-person, or over the phone. Payments taken by card online, in-person, or over the phone, are handled by our trusted payment service provider, Square.

If making payment via BACS, please be aware that we will not be able to return your media to you until the payment has cleared in our account in full.

All payments must be made in full on collection.

We do not accept cheques.

We do not accept payment via Paypal.

Refund policy

If you have any reason to claim a refund, please contact us by email. We will aim to refund you by the same method of payment you paid if appropriate.

Quality of transfer

We aim to achieve the best quality transfer from your original source media. We achieve this using our broadcast and studio quality equipment and software. The transfer of each piece of source media is individually supervised and monitored. Quality can also be greatly affected by age and condition of original source media. Dust and dirt can degrade original source media. Damp and humidity will also have an effect on quality. If there is a major problem with your transfer, we do endeavor to contact you however, the decision to do so is very subjective and we generally work on the basis that if we can achieve a reasonable transfer from a poor condition tape, we should do so.

Content checking of original source media

We do not, as part of our normal service, check and report on the content of your original source media.

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Reselling of transfers

This service is a business to consumer service and our transfers are not to be resold without our express permission. Using us on a business to business basis will immediately indemnify us from any losses that are incurred for any reason and will be deemed as breach of our terms and conditions.

Insurance

Please be aware that our insurance only covers the material value of any tapes / films etc held by DAV, not the content / software. The client is strongly advised to retain a safety copy of any appropriate material (where possible).

DAV's liability in respect of any lost / damaged material, shall be limited to the value of replacement, original, blank source media.