

Terms, Conditions and Privacy Notice

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Hangar47.Media Ltd trading as Hangar47 also known as H47, is a Limited Company registered in England under company number 12039006.

Our trading and postal address is: Mariners House, First Floor, 2 Copse Lane, Hamble-lee-Rice, Southampton, Hampshire, SO31 4QH, United Kingdom.

Telephone Number: +44 (0) 2380 56 56 56

1. General Terms & Conditions of Business

1.1 Quotes & Prices

1.1.1. All quotes are based on H47's current costs of production and are valid for 30 days from the date of submission.

1.1.2. Quotes are based on the information provided by the Client, including but not limited to detail on quantities, structure, scope and functionality. Any quote may therefore be subject to change should the Client's requirements change at any time. In the event that H47 incurs expenses or agrees to do work which is additional to the work included in the quote (also known as scope creep), this work will be charged at H47's current hourly rate and invoiced separately.

1.1.3. If the contract or hourly price has not been fixed for the term of a contract, an out of contract hourly rate will be applied and photography, stock images, delivery, copywriting and VAT will be charged extra.

1.1.4. H47 reserves the right to alter the hourly rate at any time as business needs dictate.

1.1.5. Any estimates given by H47 as to the time of completion or performance of its services (whether completion of the whole or a part of those services) shall be estimates only and time shall not be of the essence.

1.1.6. Any stated timescale is reliant upon the Client providing all required information / copy / images / content within the time set out at project initiation.

1.2 Methods

1.2.1. H47 reserves the right to sub-contract the fulfilment of an order or any part thereof.

1.2.2. Any images supplied electronically will be incorporated into designs without charge provided that they are of suitable quality. All images need to be supplied as EPS illustrator vectors for logos and high res jpegs, pngs or tiffs for pictures (300dpi min, full-size, min width 1500 pixels, max width 2500 pixels). Any logos that are sub-standard quality that needs to be re-drawn will be charged extra at our standard hourly rate.

1.2.3. Should the Client supply text, artwork or images, H47 is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, and the end product shall be made at the entire risk of the Client.

1.2.4. It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to H47 by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned project. H47 will not accept responsibility / liability for infringements caused by any wrongly supplied materials. It remains the Client's responsibility to seek copyright protection if desired for any creative / intellectual property provided to the Client by H47.

1.2.5. H47 cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore H47 will not accept liability for any alleged claim from the Client or any third party as the result of unintentional similarity in part or whole of a third party's copyright protected or registered trademark or brand, identity, strap-line, colour usage, image style and content, product or otherwise.

1.2.6. When required to expedite project delivery ahead of the time needed for proper production of a given deadline, H47 shall not be liable for defects occasioned thereby. Should such

delivery require payment of overtime wages, delivery charges or other additional costs, all such extras will be for the Client's account.

1.2.7. Trade Descriptions Act - It is a condition of our working for Clients that they take sole responsibility for the veracity of information supplied for publication and its conformity with the Trade Descriptions Act, that they undertake to supply objective evidence in support of claims if required and that they will inform us if any claim made in copy submitted by us is incorrect or misleading.

1.2.8. H47 shall not be required to order or produce any printed matter which in our opinion is of illegal nature, nor shall we be held liable should work accepted by us be deemed subsequently to be of such a nature.

1.2.9. H47 act as Principles in dealing with all media proprietors and the placing of all advertisements is subject to the terms of the contracts between the various media proprietors, including and not limited to Social Media advertising and ourselves. Media terms and rates are subject to revision in accordance with the agreements made by various bodies concerned and cancellations required by Clients can be made only within the provision set out in media rates and general recognition.

1.3 Invoices & Payment

1.3.1. Payment must be made by the invoice due date unless otherwise agreed in writing in advance.

1.3.2. All work remains copyrighted to H47 until settlement of relevant fee account.

1.3.3. All invoices are subject to UK VAT at the current rate.

1.3.4. When payment is overdue, H47 may suspend work, service and / or delivery without notice and without prejudice to any other legal remedy until due payment has been made. Furthermore, any other work or projects started but

incomplete may be suspended and payment therefore becomes immediately due and payable.

1.3.5. H47 may require payment in advance, or a deposit of at least 60% of the quote total prior to instigating work on an order, particularly but not limited to the following situations: new Clients; Clients with a poor payment history; large, lengthy or complex projects. Where a deposit is required, the payment date will be from invoice due date and the balance shall be invoiced upon completion of the work, unless otherwise agreed in writing in advance.

1.3.6. In the event that the Client has any query or dispute relating to an invoice the Client will raise such query or dispute within five working days of receipt of the invoice.

1.4 Proofing

1.4.1. Proofs, pull samples, specimens, sketches, photographs, links or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Client for approval.

1.4.2. Once final proofs/materials have been signed off by the Client, H47 cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.

1.5 Force Majeure

1.5.1. H47 will not be liable for any delay or failure in carrying out its obligations which is caused or partly caused by strikes or other labour disputes, terrorism, fire, flood or other Acts of God, accidents, Government action or any other cause beyond its control.

1.6 Indemnity

1.6.1. You shall indemnify us and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.

1.7 Limitation of Liability

1.7.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, are subject always to sub clause **1.7.2.**

1.7.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

1.7.3. In any event, no claim against H47 shall be brought unless you have notified H47 of the claim within one year of the issue arising.

1.7.4. In no event shall H47 be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by H47's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by H47.

1.7.5. H47 warrants that its services will be provided using reasonable care and skill. Where H47 supplies any goods supplied by a third party, H47 does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to H47.

1.8 General Terms

1.8.1. H47 reserves the right to use both initial creative concepts and final approved design work for the purposes of H47's marketing activities (both online and offline) unless otherwise requested/agreed with the Client in writing.

1.8.2. H47 reserves the right to cease working on a project and to withdraw from the contract at any time upon giving 1 weeks notice to the Client, and will invoice the Client for work done up to the point of withdrawal by H47.

1.8.3. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the laws of England and you hereby submit to the non-exclusive jurisdiction of the English courts.

1.8.4. H47 shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.

1.8.5. These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between H47 and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings, proposals or contemporaneous communications, written or oral: between H47 and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you confirm that you have not relied on any

representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been expressly made in this Agreement.

1.8.6. Any notice to be given by either party to the other may be sent by either email or post to the address of the other party as appearing in this Agreement. If sent by email, unless the contrary is proved, shall be deemed to be received on the day it was sent, or if sent by post shall be deemed to be served two days following the date of posting.

1.8.7. Headings, numbering and summaries are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

1.8.8. H47 reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification.

1.8.9. If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will be not be deemed to be prejudiced.

1.8.10. This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.

2. Print Terms and Conditions

2.1 Proofing

2.1.1. After initial design and layout, a pdf proof will be submitted for author's corrections to be identified. These corrections will be carried out inclusive of the quoted price. On approval of a second pdf proof, again inclusive of the quoted price, the design will be classed as complete and approved. Any additional author's corrections requested after the second pdf proof is submitted will be charged at our normal hourly rate. Hard copy digital colour printed proofs can be arranged at your request for an additional charge.

2.2 Print

2.2.1. Standing matter (type set up) of any kind are disposed of immediately after the order is executed unless written arrangements are made for retention in advance.

2.2.2. H47 shall not be required to work to tolerances closer than those applicable to the materials obtained by him in the ordinary course of trade. No liability shall arise from variation in the standard, quality and performance of such materials.

2.2.3. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.

2.3 Delivery

2.3.1. Goods will be dispatched or must be collected by the Client when ready and the Client shall not refuse or delay delivery.

2.3.2. Advice of damage, delay or partial loss of goods in transit must be given in writing to H47 and the carrier within

three clear days of delivery. All complaints and claims must be made in writing to H47 within 14 days of delivery. H47 shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that it was not possible to comply with the requirements and advice (where required) was given and the claim made as soon as reasonably possible.

2.3.3. H47 shall not be liable for any loss to the Client arising from delay in transit howsoever caused.

2.3.4. The risk in the goods passes to the Client upon delivery (whether to the Client or to a common carrier) but legal and beneficial ownership shall remain with H47 until payment in full has been received.

2.3.5. Export from the United Kingdom may require UK government approval and the Client agrees to comply with such laws and regulations when making any export or re-export of the Goods.

3. Digital Media Terms and Conditions

3.1 Programming

3.1.1. H47 can only program websites to be as secure as reasonably possible at the time of delivery and cannot offer indemnity against future threats/developments.

3.1.2. Once H47 has deemed a project to be complete and the project has gone live, any amendments will be charged at H47's standard hourly rate.

3.1.3. H47 develops websites for compatibility with all browsers over 1% Worldwide usage. If further compatibility is required, H47 must be advised at the outset.

3.2 Ownership

3.2.1. The ownership of the web site / pages and copyright therein shall remain with H47 until payment in full has been received for all sums owing. Once payment has been received, ownership and copyright shall pass to the Client for page text and graphics specific to the Client.

3.2.2. Ownership of all code used in processing website / web pages shall remain with H47 and it is expressly agreed that the use of such code in processing the website / web pages does not confer any passing of title from H47 to the Client.

3.3 Content

3.3.1. The Client shall supply the content for their website/web pages in clear and usable permanent or electronic form and shall be entirely responsible for the content of the website/web pages.

3.3.2. All images uploaded to websites by the Client (via CMS, FTP or other) should be optimised (compressed file size). H47 can provide advice on the best image editing software packages, but accepts no responsibility for the performance

or compatibility of third-party software, or the results they produce.

3.3.3. When a test link is provided, it is the responsibility of the Client to test the complete functionality, read and check all copy/content, as well as approve the design/layout and images used before approval is given.

3.3.4. H47 can provide legal disclaimers and privacy policies; but it is the responsibility of the Client to confirm with their own legal advisers that these meet their individual requirements, as H47 accepts no responsibility for their accuracy, relevance or currency.



4. Website Hosting / Email Terms & Conditions

4.1 Summary

4.1.1. H47 offers website hosting and database hosting services via the use of third party providers and is subject to requirements set out in these terms and conditions and any other relevant terms and conditions, policies and notices which may be applicable to the supply of hosting services. Whilst we and our suppliers will always endeavour to give you the best possible level of service, we cannot guarantee 100% availability of service.

4.1.2. H47 and our Suppliers accept no responsibility for any losses caused through a loss of service.

4.1.3. Your service will be removed if you fail to pay in time or misuse the service.

4.1.4. H47 will not be liable for any costs to restore your service once it has been removed. Specifically, any websites with databases will require reprogramming once they have been removed from their original server.

4.1.5. Any work undertaken by H47 at the request of the Client will be charged at our standard hourly rate, including investigations regarding problems or loss of service that are not due to H47 or our Suppliers.

4.1.6. The Client is responsible to obtain permission from any third party for content stored on their website along with any dispute/s relating to their website.

4.1.7. Any on-line marketing, Social Media, AdWords, SEO, Pay per click and web maintenance carried out by H47 for our Clients on their website will be monitored by H47.

4.2 Investigation Charges

4.2.1. Any investigations undertaken by H47 at the request of the Client into perceived problems, such as loss of service,

where it is subsequently found that H47 or our suppliers are not at fault, will be charged at our normal hourly rate. We therefore suggest that H47 is only contacted after the Client and their IT professional/advisor have fully established that any problems are not due to your systems or actions.

4.3 Security

4.3.1. Any access to other networks connected to H47 or our Suppliers must comply with the rules appropriate for those other networks.

4.3.2. While our Suppliers will use every reasonable endeavour to ensure the integrity and security of the server, neither we nor our suppliers guarantee that the server will be free from unauthorised users or hackers and neither we nor our Suppliers shall be under any liability for non-receipt or misrouting of email or web traffic, or for any other failure of email or websites. Your data pages may not be secure against hackers and you take that risk. If you find evidence of infiltration or website compromise, you must notify H47 immediately so that your server can be taken offline until any vulnerabilities are fixed. H47 can provide a quote for the work required to fix any vulnerabilities if required. Unless covered by one of our website protection packages.

4.3.3. H47 and our Suppliers shall take reasonable care to avoid introducing computer viruses to your computer systems but shall not be liable for any virus unknowingly introduced to your system, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or any claims which arise out of such introduction of a computer virus.

4.3.4. The Client shall effect and maintain adequate insurance cover in respect of any loss of service, or loss or damage to data stored on the server.

4.3.5. The Client shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected

unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

4.4 Service Availability

4.4.1. Our Suppliers shall use their reasonable endeavours to make the server and the services available to the Client at all times but neither we nor our Suppliers shall, in any event, be liable for interruptions of service or down-time of the server.

4.5 Termination of Website Hosting or Email Services

4.5.1. H47 expressly reserves the right to suspend and / or terminate your subscription without prior notice should you fail to comply with any clause within these Terms and Conditions or should H47 or our suppliers deem such action necessary where legal proceedings are threatened or issued regarding the form or content of your web pages and in such circumstances H47 will confirm such termination or suspension by subsequent notice.

4.5.2. No refunds in full or in part will be made for services suspended and/or terminated.

4.5.3. You may cancel the services at any time, upon thirty days' notice and providing that all charges have been paid. Cancellation maybe subject to a cancelation fee which will be a pro-rata charge of the outstanding 18 month subscription period (e.g. Website Revolution Service)

4.5.4. On termination of this Agreement we shall be entitled to immediately block your website and to remove all data located on our servers.

4.5.5. H47 shall not be liable for any consequential loss whatsoever in relation to termination of your account in any circumstances.

Privacy Notice for Clients

Hangar47.Media Ltd understands that your privacy is important. We respect and value the privacy of all our Clients and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

1. Information About Us

Hangar47.Media Ltd trading as Hangar47.Media also known as H47, is a Limited Company registered in England under company number 12039006.

Our trading and postal address is: Mariners House, First Floor, 2 Copse Lane, Hamble-lee-Rice, Southampton, Hampshire, SO31 4QH, United Kingdom.

Data Protection Officer: Aleks Kruz
Email Address: awesome@h47.media

2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

3. What is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details,

but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

4. What Are Your Rights?

Under the GDPR, you have the following rights, which we will always work to uphold:

- **The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in ‘Information About Us’ Section.**
- **The right to access the personal data we hold about you. The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete.**
- **The right to be forgotten – i.e. the right to ask us to delete any personal data we hold about you;**
- **The right to restrict (i.e. prevent) the processing of your personal data.**
- **The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);**

For more information about our use of your personal data or exercising your rights as outlined above, please contact us. Further information about your rights can also be obtained from the Information Commissioner’s Office or your local Citizens Advice Bureau.

5. What Personal Data Do We Collect?

We may collect some of the following personal data:

- **Name**
- **Gender**
- **Address**
- **Email address**
- **Telephone number**

- **Business name**
- **Job title**
- **Profession**
- **Payment information**
- **Cookies (see more information on here)**

6. How Do We Use Your Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data may be used for one of the following purposes:

7. Providing and Managing Your Account

Supplying our products and services to you. Your personal details are required in order for us to enter into a contract with you.

Personalising and tailoring our products and services for you.

Communicating with you. This may include responding to emails or calls from you.

Supplying you with occasional emails (you may unsubscribe or opt-out at any time by clicking the unsubscribe link in the email footer or contacting us by email directly on awesome@h47.media)

Where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message or post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to unsubscribe or opt-out.

8. How Do We Keep Your Personal Data Secure?

We strive to implement appropriate technical and organisational measures in to the protection of your personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorised disclosure or access and any other unlawful forms of processing. We follow recognised industry practices for protecting our IT environment and physical facilities.

9. How Long Will We Keep Your Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected.

10. How & Where Do We Store / Transfer Your Personal Data?

We will only store your personal data in the UK. This means that it will be fully protected under the GDPR.

11. Do We Share Your Personal Data?

We may sometimes contract with third parties to supply products and services to you on our behalf. These may also include payment processing, delivery, and marketing. In some cases, those third parties may require access to your personal data that we hold.

Our key service providers that may store and process your personal data are, Mailchimp, Stripe, PayPal. If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal

obligations, a court order, or the instructions of a government authority.

12. How Can You Access Your Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data. This is known as a “subject access request” and there is not normally any charge for a reasonable subject access request. All subject access requests should be made in writing and sent to the email or postal addresses shown. Please provide us with as much information as possible about the type of information you would like to see. We will respond to your subject access request within 28 days.

13. How Do You Contact Us?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please contact the Data Protection Officer using details found in Information About Us’ Section.

14. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.