

USER TERMS AND CONDITIONS

1. Welcome

- 1.1 Welcome to the HandE Group of Associated Companies website (the "Website"). These terms and conditions (the "Terms") apply to your use of the Website. In the case of registered users, we reserve the right to terminate access in the event of unauthorised access or use of an account, or any breach of the Terms. References to "us" or any company in the HandE Group of Associated Companies shall be interpreted so as to include successors, assigns, and licensees.

2. Questions and Complaints

- 2.1 If you have any questions or complaints relating to your use of the Website, or to the Terms, please contact us in any of the following ways:

email us at info@hande.org

write to us at: Epping Film Studios, Thornwood, Epping Essex CM166TH

3. User obligations:

- 3.1 Use of this Website constitutes your acknowledgement and full acceptance of these Terms, which take effect on the date on which you first use this Website. By accessing, using and/or downloading/uploading any materials from/to this Website, you agree on your own behalf and on behalf of each entity and person on whose behalf you act to abide by the Terms set forth below.
- 3.2 Your continued use of this Website legally obliges you to adhere to these Terms and any other legal notices, guidelines and rules published by us on this Website from time to time and constitute a legally binding contract between you and us. We reserve the right, from time to time, with or without notice to you, to change the Terms at our sole discretion. The Terms applicable to your access to and use of this Website will be the version that is current and displayed on this Website as at each date you access it. Your use of the Website after changes are made means that you agree to be bound by such changes. If, after reading these Terms, you do not agree with them, please EXIT THIS WEBSITE IMMEDIATELY.
- 3.3 If there is any conflict between these Terms and specific terms of use appearing on this Website relating to specific material then the latter shall prevail.

4. Intellectual Property:

- 4.1 The copyright in this Website and the content of this Website is owned by or licensed to us, and all trademarks and all intellectual property rights including without limitation copyright, trademarks and designs in and relating to this Website are owned or controlled by us or licensed to us unless otherwise specified. It is our policy to robustly protect our rights and we may on our own behalf commence criminal or civil proceedings against any infringement or misuse of our rights.
- 4.2 You understand and acknowledge that intellectual property rights in a proportion of

the content of this Website including but not limited to trademarks, are owned by third party licensors and without prejudice to any other rights and remedies available, each licensor has the right to directly enforce their rights against you. For the avoidance of doubt all content, trademarks, logos, images, product and company names displayed or referred to on this Website are the property of their respective owners. Nothing on this Website grants you any license or right to use, alter or remove such material.

- 4.3 If you are a rights-owner or an agent acting for a rights-owner and you believe that any of your intellectual property rights or other rights have been infringed by any material made available on this Website and you want us to remove such material or to suspend or disable access to it, please notify us as soon as possible with details of any such alleged infringement or misuse at the postal or email address above:
- 4.4 We hereby grant you, the user, a non-transferable, non-exclusive, limited licence, revocable at our sole discretion, to use this Website pursuant to the Terms provided that (i) such use is for your sole personal and non commercial use, (ii) You do not alter or modify this Website, the content or any part of it, (iii) you do not, without limitation, copy, reproduce, distribute, republish, download, upload, display, post, transfer, broadcast, email or transmit the contents of the Website or the Website in whole or in part in any form or by any means without our prior written consent, and (iv) you at all times comply with the Terms.
- 4.5 You may print or download the visible text of an individual page for private and personal non-commercial use only. You may not reproduce any other part of the Website, including the structure, get up, overall style and program code.
- 4.6 If you would like permission to distribute or reproduce any part of the contents of the Website other than as permitted in these User Terms please email us with details of the required use at address provided above and we will consider your request.
- 4.7 From time to time certain software that is the protected work of the HandE group of associated Companies or its suppliers may be made available to download from this Website. You are licensed to use the software on a non-exclusive basis only for the purposes for which it is indicated. You may not use the software for any other purpose or in any capacity and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with it without our express permission.

5. Data

- 5.1: You agree to provide us with personal details to enable us to create a customer account. We will handle these details in a secure manner as explained in our Privacy Statement. You are responsible for protecting your login details. You must be at least 18 years old to create an account and conduct transactions on this Website. We reserve the right to suspend an account holder's use of the Website for any reason.
- 5.2 Any information, material or data (Material) you transmit or post on this Website will be understood by us to be non-confidential and this Material or any part of it may be used by us for any purpose including, but not limited to, reproduction, publishing, disclosure to third parties, broadcasting, transmission, posting, editing, archiving or otherwise at our absolute discretion subject always to the terms of The Data Protection Act, (please refer to our [Privacy Statement](#)).
- 5.3 You hereby grant to each user of this Website a non-exclusive licence to access

your Material through this Website and to use such Material as permitted through the functionality of this Website and under these Terms.

6. Third Party Sites / Links:

- 6.1 These Terms apply to all users of this Website, including those who contribute content, information, Material and other materials or services to this Website. This Website may contain links to third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party websites or services. You hereby expressly relieve us from any and all liability arising from your use of any third-party website or services. We urge you to read the terms and conditions and privacy policy of each other website that you visit.

7. Advertising & Sponsorship:

- 7.1 Parts of this Website may contain advertising and sponsorship by third parties. All advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on this Website complies with all legal and regulatory requirements and does not contain any material which is objectionable including, for example, information which is defamatory, obscene, threatening or untrue.
- 7.2 We accept no responsibility or liability whatsoever for advertising and sponsorship material included on this Website or any errors, inaccuracies, information or misinformation found in such material.

8. Disclaimer/Limitation of Liability:

- 8.1 We provide this Website on an "as is" basis and use of this Website and any reliance on statements and information therein is at your own risk. We make no representations or warranties of any kind with respect to the Website or its content. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and materials published on the Website.
- 8.2 Although we will do our best to ensure that all information, statements and materials contained in the Website are accurate and not misleading we expressly accept no liability for any errors or inaccurate information or statements that may be inadvertently posted on the Website from time to time.
- 8.3 Your dealings with any third parties including but not limited to merchants through the Website and any terms, conditions, warranties or representations of such third parties, are solely between you and the relevant third party and we are not liable in any way for any loss or damage incurred by you as a result of any such dealings. You agree to indemnify us against (without limitation) any loss, costs, damage, expenses, action or claim made against us as a result of your dealings with such third parties.
- 8.4 You agree to indemnify us against all liabilities, costs (including reasonable legal costs), actions, damages, claims and expenses that may arise from any breach of these Terms by you or your use of the Website. We reserve the right at our own expense to assume the exclusive defence of any matter subject to

indemnification by you and as such you agree to co-operate with our defence of such claim.

8.5 Without prejudice to 8.1 and 8.2 above our liability under these Terms (whether arising in negligence or otherwise) shall not in any circumstances exceed £500.

8.6 You may use the Website to purchase products or services from us or third parties. Any transaction with a third party will be concluded under the terms of business of that third party and we accept no responsibility or liability for such transactions. In the event of a breach of contract, your action is against the supplier of the goods or services and not against us or any company in the HandeE Group of Associated Companies..

9. Miscellaneous

9.1 You undertake not make any use of the Website such that the whole or part of the Website is interrupted, damaged or impaired in any way or for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character or in such a way as to cause harassment, annoyance, inconvenience or needless anxiety or which constitutes a breach or infringement of the rights of any person, firm or company.

9.2 Although we will do our best to maintain uninterrupted access to the Website we cannot guarantee it and accept no liability for any failure to do so.

9.3 We may at our sole discretion terminate, change, suspend or discontinue any aspect of this Website from time to time including the availability of any features of the site, at any time without notice or liability.

9.4 All products and services mentioned in the Website are subject to availability.

9.5 We reserve the right to assign or subcontract any or all of our rights and obligations under these Terms to a third party. If we exercise this right, we shall name the assignee or subcontractor on the Website.

9.6 Nothing in these Terms shall be construed as constituting a legal partnership or joint venture between you and us.

10. Work Submitted by You

10.1 If you submit written and/or audio visual material ("Work") to us for inclusion on the Website for any purpose ("Publication"), you will need to register with us and the following will apply:

10.1.1 the Publication of any such Work will be at our sole discretion. We accept no liability in respect of any Work submitted by you and Published by us and we are not responsible for its content and accuracy;

10.1.2 you agree to waive your moral rights to enable us to make additions or deletions to the Work prior to Publication. This will be at our sole discretion and we will not substantially change the content or look of the Work. We warrant that any such changes will not include anything that could be construed as defamatory or

obscene. You will retain the right to be named as the author unless you specifically request to have your name removed.

- 10.1.3 you warrant to us that any Work you submit to us is original to you and that you own the copyright and any other relevant rights in and to the Work and you have not included any material that may have been created or owned by someone else. You further warrant that you have the right to submit the Work to us for Publication.
- 10.1.4 you warrant that the Work you submit is not obscene, offensive, defamatory of any person or otherwise illegal;
- 10.1.5 we shall not be obliged to treat any Work submitted to us as confidential.
- 10.2 Sub paragraph 10.1.3 is very important. If you use any material whatsoever, no matter how small, (for example an extract from a book, song, film, photographs, trademarks, company names, artwork or design), that is not yours, and you use it in your Work without the creator or owners permission, you may be subject to a claim for infringement. Such a claim may be brought under criminal or civil proceedings.
- 10.3 By submitting Work to us for Publication you are granting us a non exclusive licence to exhibit and otherwise reproduce the Work on the Website throughout the world for an unlimited period until such time you tell us in writing to remove the Work. The Work will be removed immediately in the event that a third party raises a complaint in respect of infringement, obscenity, defamation or other.

11. Law and Jurisdiction:

- 11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England. Disputes arising herefrom shall be exclusively subject to the jurisdiction of the courts of England. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive and continue to be binding and enforceable. We make no representation that materials on this site are appropriate or available for use at other locations outside of the United Kingdom and access to them from territories where their contents are illegal is prohibited. If you access this site from a location outside of the United Kingdom, you are responsible for compliance with all local laws.