

Terms & Conditions

FEBRUARY

Terms & conditions

Introduction

These terms and conditions shall govern contracts between February London Ltd trading as February ("February") and our clients ("the Client") February may agree modifications to these terms but such modifications must be in writing signed by a Director of February and cannot be inferred from a course of behaviour.

Scope of contract

February provides consultancy and design advice and services relating to the Client's goods and/or services and:- may on request pitch for such work (a "Pitch") and/or will provide such advice in accordance with a brief agreed in writing ("the Service")

In the event of an unsuccessful Pitch the Client will not use any designs, documents, concepts, ideas or information provided as part of the Pitch and will return all materials delivered to it as part of the Pitch.

If the Client shall have any complaint about the quality of the Service or goods provided as part of the Service then notice shall be given to February within 5 working days of delivery. In the absence of such notification the Client shall be deemed to have accepted the supply.

Client's duty to provide information

The Client will be an expert in its field and on its services/products. Accordingly it should be its responsibility to provide the designer with the information that it needs on such matters (including information about any relevant laws, regulations or codes of practice) and the designer should be able to rely on this information and should not be held responsible if it is incomplete or inaccurate.

The Client shall be solely responsible for providing February with all necessary information concerning its goods/services, the Service (including the scope of use required), the market and generally (including details of any relevant laws, regulations and/or codes of practice) February shall not be responsible for any shortcomings in such information.

The Client accepts that its knowledge and experience in its industry sector and the manufacture, processing and packaging of its goods/services is vital in this regard.

Delivery

The delivery times of the Service stated by February are reasonable estimates and February shall not be responsible for any delay that is not directly attributable to the fault of February. Time shall not be of the essence of the contract unless it is expressly agreed in writing.

Contract prices / Title

Any estimate for a whole or part of the Contract Price shall remain valid for 30 days and is given in good faith and shall be treated as an estimate only and all errors and omissions shall be accepted.

Title to or license to use any property or intellectual property forming part of the Service shall pass to the Client when and only when the full Contract Price for the Service has been paid and only when the contract specifically requests the rights.

Where the Service includes the creation of a brochure, packaging, website or any other similar piece of marketing collateral, any and all pieces created shall contain either the February logo alongside the copy 'Design:' and or a link to our website.

Where the Contract is quoted in stages then each stage shall be undertaken in accordance with these conditions and February shall be entitled to be paid 50% of the estimated Contract Price for each stage in advance.

For new business February may, at its discretion, invoice up to 50% of the total estimated fees and/or costs in advance and February reserves the right not to commence work until this has been settled.

All approved third-party costs will be invoiced prior to commissioning and February reserves the right to wait until such costs have been paid before commencing work.

Privacy Policy

February 2020

All references to 'our', 'us', 'we', or 'February' within this policy are deemed to refer to February London Ltd, its subsidiaries, affiliates and associates. All references to our "site" mean this website. Latch is a trading name of February London Ltd.

February is committed to protecting and respecting your privacy. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following to understand how we use and protect the information you provide.

We may change this Policy by updating this page. Please check this page from time to time to ensure that you are happy with any changes

In line with General Data Protection Regulations (GDPR) 2018, the data controller is February London Ltd (ICO registration A8314745), 53 Bartholomew Street, Newbury RG14 5QA

Information we collect

Information you provided as a result of filling in a form online, such as registering to our newsletter. This is likely to be your name, telephone number, address and email address

Technical information, such as the Internet protocol (IP) address used to connect your computer to the internet, browser you use to access the internet, operating system and device you viewed the Website on.

It is our policy to limit the information collected to only the minimum information required.

We use cookies on our site. For more information on what cookies are and how they can be used please see the Cookies section below.

Cookies

Like many companies around the world, our Website uses cookies to distinguish you from other users of the Website. This helps us to provide you with a good experience when you browse the Website and also allows us to improve the Website.

Security

We are committed to ensure that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure any information we collect online and in our company's studio. Although we will do our best to protect your personal data, the transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of personal data transmitted to the Website and any transmission is at the user's own risk. We do not guarantee that our Website will be secure or free from bugs of viruses and you are responsible for using your own virus software protection.

Links to other websites

Our Website may contain links to other websites of interest. These links are for information purposes only and we are not responsible or liable for any content on any websites which we link to. Once you have used these links to leave our Website, you should note that we don't have control over those websites. Therefore, we cannot be responsible for the protection and Privacy of any information that you provide while visiting such sites, and are not governed by this Privacy Statement. We always recommend that you exercise caution and look at the Privacy Statement applicable to the website in question. We will not be responsible for any loss or damage suffered by you arising from use of such third party websites.

Controlling your personal information

You may wish to restrict the collection or use of your personal information in the following ways: Avoid opting in to receiving our email marketing if you don't want your email address to be used for direct marketing purposes.

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at studio@february.agency



You can also do so by clicking the 'unsubscribe' link at the bottom of all marketing emails sent to you

Your Privacy is of the utmost important to use and we confirm that we will not distribute or lease your personal information to third parties for their mailing or marketing purposes.

You may request details of personal information that we hold about your under the Data Protection Act 1998. If you believe that any information we are holding on you is incorrect, please either write to or email us studio@february.agency We will correct any information found to be incorrect. Please be aware that our security measure on handling personal data may mean that we will require proof of identity before we are able to disclose information to you.

Who do we share your information with

As part of the general running of our company we use third party software providers such as: Google Apps for emailing purposes, Mavenlink for studio project management purposes, Campaign Monitor and Mailchimp for sending out our newsletters, LinkedIn for marketing purposes.

We may pass your information to our third party service providers for the purposes of completing a tasks and providing services to you on our behalf (for example Campaign Monitor, Google Apps for Business to conduct email communication)

However, when we use a third party service provider, we disclose only personal information that is necessary to deliver the service and we ensure their own Privacy Policies are in place that requires them to keep your information secure and not to use it for their own direct marketing purposes.

The transfer of your information outside of Europe

The information which you provide to us may be transferred to countries outside the European Union. For example, we use Campaign Monitor (Offices in USA and Sydney) as a vehicle for email marketing. Please find their Privacy Policy [here](#). These countries may not have similar data protection laws to the UK. By submitting your personal data, you're agreeing to this transfer, storing or processing.