

# ABERDEENSHIRE FILM OFFICE

## TERMS AND CONDITIONS: ABERDEENSHIRE FILM DATABASE

This document states the terms of use (the “Terms”) on which you may use either the crew, production company, facilities or the locations database hosted at [www.filminginScotland](http://www.filminginScotland.com) (each referred to as the “Database”) and operated by Aberdeenshire Council, Woodhill House, Westburn Road, Aberdeen AB16 5GB (“we”, “us” or “Aberdeenshire Film Office”).

Use of the Database is governed by these Terms, which also includes our [Privacy Policy](#) (see “How we may use your personal information” below). These documents constitute the entire agreement between and us and you in relation to your use of the Database.

Please read these Terms carefully before you start using the Database. By using the Database, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the Database.

### ACCESSING AND GETTING LISTED ON THE DATABASE

To access the Database or to be listed on it, you must register for an account with us by completing the online registration form accessible via the relevant link at the above website. Crew and facilities based in or who have easy access to North East Scotland and those representing locations in North East Scotland are eligible to list themselves on the Database. Location listings need to be located in Aberdeen or Aberdeenshire or they will not be approved. If you are a production company you may list yourself in order to search for these services. We are responsible for deciding if you are eligible to list yourself on the Database. We reserve the right to refuse any application for an account.

You must complete your registration details as accurately as possible and you are responsible for keeping your details up to date. If we become aware any of the information you have submitted is inaccurate, we reserve the right to delete your registration and/ or remove your listing on the Database with immediate effect.

For the purposes of registration, your email address is your username and you will select a password. You must treat such information as confidential and not disclose it to any third party. We have the right to disable any account whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

Where you are registering to use the Database on behalf of a legal entity other than a natural person (e.g. a company), you warrant that you have full capacity and authorisation to bind such legal entity by these Terms.

Access to the Database is permitted on a temporary basis, and we reserve the right to withdraw or amend the Database without notice. We will not be liable if for any reason the

Database is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Database, or the entire Database, to users who have registered with us.

## **UPLOADING MATERIAL TO THE DATABASE**

Any material which forms part of your listing on the Database will be considered non-confidential and non-proprietary. You own such material but grant us a non-exclusive, royalty-free licence to use, store and copy such material for the purpose of reproducing your listing on the Database and making it available to other users of the Database. You warrant and represent that you have the right to grant such a licence.

We will not be responsible, or liable to any third party, for the content or accuracy of any material which forms part of your listing in the Database. You are responsible for the content or accuracy of such material and you agree to indemnify us in respect of any losses, expenses, damages, and costs, including any legal fees resulting from: any breach by you of these Terms; any infringement of copyright or other intellectual property rights in material posted by you; or any other wrongful use of the Database.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Database constitutes a violation of their intellectual property rights, or of their right to privacy.

You may not post anything on the Database that we consider to be offensive, obscene, threatening, harassing or defamatory or otherwise unlawful. In particular, you must not use the Database for any illegal or unlawful purpose, including posting anything that is fraudulent, inaccurate, incomplete, false or misleading. You must not impersonate any person, group company or entity.

When uploading photographs of your property, avoid showing your house number or neighbours' properties. Also make sure that if there are any vehicles on the street outside your home that the registration is not visible. Please do not show any individuals in any of your property photos. When adding internal images, ensure that there are no personal items on display, such as family photographs.

In the event that we are made aware of any such posting we reserve the right to remove your listing from the Database with immediate effect.

You must own the copyright to any content that you upload to the Database. If you are not, we reserve the right to remove any such content with immediate effect.

## **AMENDING OR DELETING YOUR ACCOUNT/ REMOVING YOUR LISTING FROM THE DATABASE**

If you wish to delete your account, this can be done by logging into your account, navigating to the account settings page and selecting "Delete my account". The account will be closed immediately after the request is received and processed by us. Your listing will be removed from the Database and the materials comprising your listing and your account registration details will be deleted.

You can open a new account at any point in the future if you decide to use the Database again.

## HOW WE MAY USE YOUR PERSONAL INFORMATION

Any personal data which you provide when using the Database will be used by us in accordance with our Privacy Policy. This can be found at this link: [Film Office Privacy Policy](#).

## HOW YOU MAY USE MATERIAL IN THE DATABASE

We are the owner or the licensee of all intellectual property rights in the Database, and in the material published on it. The Database is protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Database for your personal reference and you may draw the attention of others within your organisation to material listed on the Database. You may use the information from the Database only for the purpose of sourcing crew, facilities and locations for your/ your organisation's own productions. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not engage in automated or manual harvesting of data from the Database.

If you print off, copy, or download any part of the Database in breach of these Terms, your right to use the Database will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We reserve the right to take legal action against any party found to be collecting, storing, or using the information contained within the Database outside of these Terms.

Where you identify a potentially suitable location, facility or crew from the Database, your enquiry will be sent to Aberdeenshire Film Office who will send you details of the information that you are requesting. We reserve the right to refuse any enquiry or request for information.

The following includes but is not limited to the conduct expected of you when you use the Database:

### **Behaviour**

- Treat others as you expect to be treated;
- Communicate in a polite and courteous way; and
- Reply to all messages as promptly as possible – even if you aren't interested, let them know.

### **Harassment and Violations**

- Harassment of any kind is strictly prohibited;
- Communications containing derogatory or inflammatory language and remarks about an individual or group will not be tolerated; and

- If you are a subject of any kind of harassing behaviour, please report immediately to us.

## **RELIANCE ON INFORMATION POSTED**

You acknowledge that we publish information provided to us by third parties. Information listed on the Database is not intended to amount to advice or an endorsement on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the Database, or by anyone who may be informed of any of its contents.

We do not endorse or recommend any specific listing on the Database and you acknowledge that we are not liable for your dealings with anyone who has a listing on the Database. It is your responsibility to check the accuracy of the information of companies and individuals whose information is listed on the Database before you place reliance upon it.

## **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. Where we engage a new service provider to host or operate the Database on our behalf, we may transfer your data to such service provider.

## **OUR LIABILITY**

The material listed on the Database is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Database or in connection with the use, inability to use, or results of the use of the Database, any materials posted on it, including: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any

such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please address your request to [econdev@aberdeenshire.gov.uk](mailto:econdev@aberdeenshire.gov.uk).

## **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **JURISDICTION AND APPLICABLE LAW**

The Scottish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## OUR COMPLAINTS PROCEDURE

Aberdeenshire Film Office is committed to being open and accessible and welcomes all comments on its work and the services that it provides. As such we would request in the first instance you contact the Aberdeenshire Film Office on [econdev@aberdeenshire.gov.uk](mailto:econdev@aberdeenshire.gov.uk). Should you not be satisfied with how the situation has been resolved please follow Aberdeenshire Council's Complaints procedure which can be found at [Have Your Say guide and complaints process - Aberdeenshire Council](#).