

TERMS AND CONDITIONS

LOCATIONS DATABASE

This document states the terms of use on which you may access and use the Locations Database (the “Database”). Please read these Terms (the “Terms”) carefully before you start accessing and/or using the Database. By accessing and/or using the Database, you indicate that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not access or use the Database.

INFORMATION ABOUT US

The Database is hosted by Strategic Integration Limited trading as Openbrolly (Company Number SC200302) whose registered office is located at 5 South Charlotte Street, Edinburgh, Scotland, EH2 4AN.

The Database is accessible through <https://filmcalderdale.co.uk/locations/> which is a site operated by the Borough Council of Calderdale whose principal office address is located at the Town Hall, Crossley Street, Halifax, HX1 1UJ (“we” or “us”).

To contact us, please email eventandfilm@calderdale.gov.uk or telephone the Events and Film Office on 01422 384796 or 01422 393212

ACCESSING THE DATABASE

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. If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, 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.

GETTING LISTED ON THE DATABASE

Locations based in Calderdale are eligible to list themselves on the Database. We are responsible for deciding if you are eligible to list yourself on the Database and reserve the right to refuse any application for a listing.

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 on the Database is inaccurate, we reserve the right to remove your listing with immediate effect.

CONTENT OF LISTINGS AND POSTINGS

You may not post anything on the Database that we consider to be offensive, obscene, threatening, harassing or defamatory or otherwise unlawful. 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. In the event that we are made aware of any such posting we reserve the right to remove your listing with immediate effect. You must own the copyright to any content that you upload to the Database. If you breach these provisions, we reserve the right to remove any such content with immediate effect.

INTELLECTUAL PROPERTY RIGHTS

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 grant us a worldwide, perpetual, transferrable, irrevocable, royalty-free license to reproduce your listing on the Database and to use, copy, distribute, disclose to third parties and allow other users of the Database to use, copy distribute and disclose to third parties any material you upload to the Database for any purpose connected with the service provided by the Database. You warrant and represent that you have the right to grant such a license.

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 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 use any part of the materials on the Database for commercial purposes without obtaining a license to do so from us or our licensors.

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.

You must not engage in automated or manual harvesting of data or any other collecting of information from the Database for any purposes.

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.

RELIANCE ON INFORMATION POSTED

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.

We make no representations, warranties or guarantees, whether express or implied, that the content on the Database is accurate, complete or up to date.

THE DATABASE CHANGES REGULARLY

We aim to update the Database regularly and may change the content at any time. If the need arises, we may suspend access to the Database, or close it indefinitely. Any of the material on the Database may be out of date at any given time, and we are under no obligation to update such material.

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 without limitation: 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 tort (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, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE DATABASE

We process information about you in accordance with our privacy policy [Privacy Notice](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

UPLOADING MATERIAL TO THE DATABASE

Any material you upload to the Database will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your material but are required to grant us and other users of the Database the licenses described above under the heading *INTELLECTUAL PROPERTY RIGHTS*.

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. We will not be responsible, or liable to any third party, for the content or accuracy of any materials

posted by you or any other user of the Database. You are responsible for the content or accuracy of any materials posted by you on the Database 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.

VIRUSES, HACKING AND OTHER OFFENSES

You must not misuse the Database 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 the Database, the server on which the Database is stored, or any server, computer or website connected to the Database. You must not attack the Database or website connected to the Database via a denial-of service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offense under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Database 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 access/use of the Database or website connected to the Database or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR WEBSITE

You may link to the home page of our website, 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 website must not be framed on any other site, nor may you create a link to any part of our website (including the Database) 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 website other than that set out above, please address your request to eventsandfilm@calderdale.gov.uk

LINKS FROM OUR WEBSITE

Where our website or the Database 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 English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website and/or use of the Database.

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 England and Wales.

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

The Borough Council of Calderdale 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 Events & Film Office on 01422 384796/01422 393212 if you have any issues or concerns. The vast majority of times issues are resolved at this time. However, should you not be satisfied with how the situation has been resolved please follow the Council's compliments and complaints procedure which can be found at <https://www.calderdale.gov.uk/v2/council/consultation-and-feedback/compliments-and-complaints>