

TERMS AND CONDITIONS: LOCATIONS DATABASE

This document states the terms of use on which you may use the Database (the “Terms”). 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.

INFORMATION ABOUT US

The Database is hosted at <https://essexfilmoffice.co.uk/> which is a site operated by the Essex Film Office (“we” or “us”). The Essex Film Office is owned and operated by Essex County Council, County Hall, Market Road, Chelmsford, CM1 1QH.

ACCESSING OUR DATABASES

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 the Essex Region 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. 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. 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 are not, 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 perpetual, irrevocable, royalty-free license to reproduce your listing on 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 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 that are not related to our key activity of supporting the creative industries in England. 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.

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.

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 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 or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We reserve the right to use your information for what we consider to be marketing purposes relevant to the television and film production companies. You expressly consent to us including your email address and other contact details in our mailing lists. If at any time you object to the use of your information in this way, you should contact us at Film@Essex.gov.uk stating the information you want to be removed. Specifically, we may use the personal data you submit to the Database for invitations to our events, co-hosted events or any regional or national events that we feel are suitable and/or of interest to entities who have provided information to the Database.

From time to time, we may use generalised statistical data for reporting purposes to external agencies – for example, a regional breakdown of crew in terms of gender, location, age etc.

We may also commission research for the purposes of strategic development and access to the Database may be granted to approved third parties for this purpose. Contact details for registered crew, facilities and production companies will be made available to production companies and individuals who have registered through <https://essexfilmoffice.co.uk/> to search the Database. We reserve the right to verify such companies or individuals before their ability to search is approved.

We process information about you in accordance with our privacy policy (<https://www.essex.gov.uk/about-essexgovuk/privacy-and-data-protection>). 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, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. 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 or any other user of 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

service.

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 Film@Essex.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 English 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 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

Essex 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 Essex Film Office on 07827 255991. 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 Essex County Council's Complaints procedure which can be found at <https://www.essex.gov.uk/contact-us/complaints-and-compliments>.

EQUAL OPPORTUNITIES

We are committed to equal opportunities and take complaints about discrimination seriously. We may use complaints about discrimination to review our policies and procedures. This is to make sure we treat everyone fairly. We may record information about the ethnic background, sex, and disability of everyone who makes a complaint so that we promote and maintain our equal opportunities commitment. We will keep all information confidential.