

# Hertfordshire County Council

## Film Office Database

### TERMS AND CONDITIONS OF USE

LAST UPDATED:

1. These Terms & Conditions of Use ("**Terms**"), as amended from time to time, apply to the use of the Hertfordshire Film Office Database, ("**Database**") including, but not limited to, in relation to the provision and/or utilisation of any digital content on the Database or any website of Hertfordshire County Council ("**HCC**").
2. The Database is hosted by Openbrolly on a site operated by the Hertfordshire Film Office ("**Film Office**", "**we**" or "**us**"). The Film Office is owned and operated by Hertfordshire LEP, HCC and Hertfordshire Districts. You may be required to accept and agree to Openbrolly's terms of use in order to access the Database. The Film Office has no control over Openbrolly's terms and will have no liability for any claim arising out of your use of their services.
3. Please read these Terms carefully before using the Database. By using the Database, you agree to these Terms, and you accept the Terms each time you use or access the Database. If you do not accept these Terms, you must not use or access the Database. It is your responsibility to read these Terms, but you will still be bound by the Terms, even if you do not.
4. These Terms are a legally binding contract with you, governing the use and provision of the Database. The Terms may change, and you agree that you will check for amendments regularly. Your continued use of the Database will mean that you have accepted any changes made to the Terms, whether or not you have checked and/or are aware of them. If you do not accept any changes made to the Terms, you must stop using or accessing the Database.
5. The Database will be updated regularly, and the content may change at any time. If the need arises, we may suspend access to our site, or close it indefinitely. The Database contains material primarily uploaded by third parties over which the Film Office or HCC has no control. As such, any of the content on the Database may be incorrect or out of date at any given time. While we will endeavour to keep the Database up to date and accurate, we are under no obligation to do so.
6. These Terms include the HCC privacy policy from time to time, the current version of which can be found here <https://www.hertfordshirelep.com/privacy-policy/> and which is incorporated by reference. HCC and the Film Office will use any personal data we collect

through your use of the Database, or any other services provided by the Film Office in accordance with the said privacy policy.

7. Staff or employees working for on or behalf of HCC or the Film Office, or any partner operator or company, have no authority to make any individual, temporary or permanent exceptions or amendments to these Terms.

## **8. ACCESSING THE DATABASE**

- 8.1 Access to the Database is restricted to registered users. 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 reserve 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.
- 8.2 You will be responsible for all activity that occurs under your registration. You agree to take reasonable steps to keep your registration details secure and to otherwise prevent unauthorised access to your account or use of the Services. In particular, you will take reasonable steps to preserve the confidentiality and security of any username and password, and any device that you use to access the Services. You will be solely responsible for any losses incurred by us or any of our operational partners due to any unauthorised use of your account.
- 8.3 You are responsible for any log-in or registration details and for keeping them up to date. You warrant that any information you provide to us in connection with the Database or its use will be true, accurate, current and complete.
- 8.4 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.
- 8.5 No one under the age of 18 is allowed to register with or use the Database without consent from a parent or guardian. If you are under the age of 18, by registering for and/or using the Database, you warrant and represent that you have consent to do so from a parent or guardian.
- 8.6 You may use the Database on behalf of a third-party company, entity or organization. If you do, then you warrant that you are authorised to represent, bind and agree to these Terms on behalf of the said organisation.

## **9. GETTING LISTED ON THE DATABASE**

- 9.1 Crew, production/facility companies or locations based or located in Hertfordshire are eligible to apply to be listed on the Database. The Film Office will process any application for listing and has sole discretion when reaching its decision. The Film Office reserves the right to refuse any application for a listing.

- 9.2 You must complete your application for listing on the Database as accurately as possible, and, once listed, you are responsible for keeping your details on the Database up to date. If we become aware that any of the information you have submitted on the Database is or becomes inaccurate, we reserve the right to remove your listing with immediate effect and without notice.
- 9.3 You may not post anything on the Database that we consider to be offensive, obscene, threatening, harassing or defamatory. 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. If we are made aware of any such posting, we reserve the right to remove your listing with immediate effect and/or cancel your registration.
- 9.4 Neither the Film Office nor HCC claims any ownership over any content post in your listing in the Database. However, by listing such content you represent and warrant that: (i) you own the content posted by you on the Database or otherwise have the right to grant the licence set forth in these Terms, (ii) the posting and use of your content on the Database does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity, and (iii) the posting of the content on the Database does not result in a breach of any contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing to any person by reason of content you post on the Database.
- 9.5 By posting content on the Database you grant HCC and the Film Office a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, transferable right to licence, sublicense, use, view, copy, adapt, sell, transfer, modify, remove, publish, transmit, distribute, broadcast, stream, perform or publicly display your content for any purpose without compensation to you, including for the purpose of promoting the Film Office, the Database and related services. Any material you upload to the Database will be considered non-confidential and non-proprietary, and the Film Office and HCC 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 Database. The licence granted in this paragraph will continue even after you stop using the Database.
- 9.6 While we will try our best to not use content in your listing on the Database in a way that may be objectionable to you, you waive any rights you may have regarding such content being altered or manipulated in any way that may be objectionable to you. Please contact us if you believe your User Content is being

used in an objectionable manner and we will do what we reasonably can to remedy such use of your content.

- 9.7 You may link to the Film Office 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. Any such link must not be from any website that is not owned and controlled 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.
- 9.8 You must own the copyright to any content that you upload to the Database and 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 list the said content and grant such a license. If you do not, we reserve the right to remove any such content with immediate effect and without notice.

## **10. USING THE DATABASE AS A RESOURCE**

- 10.1 The primary purpose of the Database is to provide a resource to identify and promote individuals and organisations involved in the creative industries in Hertfordshire and provide a platform whereby prospective users of related services, locations etc. can be identified and introduced quickly and efficiently to those individuals and organisations. The Film Office provides the Database as a service to the creative industries, but certain restrictions are required to ensure the Database is not abused or exploited.
- 10.2 Registered users of the Database 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. 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.
- 10.3 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.
- 10.4 You understand and agree that you will not obtain as a result of your use of the Database, any right, title, or interest in or to any content on the Database or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets or other rights) in or arising from the Database.
- 10.5 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 Hertfordshire. 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.

- 10.6 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.

## **11. USING THE DATABASE – GENERAL**

- 11.1 Whether listing on the Database or using it for information purposes you agree to use the Database only for its intended purpose and you must use the Database in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Database are prohibited. You may not:
- 11.1.1 attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Database, user accounts, or the technology and equipment supporting the Database.
  - 11.1.2 frame, mirror, or link to any aspect of the Database without permission.
  - 11.1.3 use data mining, robots, web spiders, viruses or worms or other data gathering devices on or through the Database, including any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Database.
  - 11.1.4 post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity.
  - 11.1.5 disclose personal information about another person, or post, send or store infringing, obscene, threatening, libellous or otherwise tortious material, including material that is harmful to children, violates the rights of third parties, or is intended to harass, abuse, or degrade another person.
  - 11.1.6 sell, transfer, or assign any of your rights to use the Database to a third party without our express written consent.
  - 11.1.7 post advertising or marketing links or content, including spam or otherwise duplicative and unsolicited messages, except as specifically allowed by these Terms.
  - 11.1.8 use the Database in an illegal way or to commit an illegal act in relation to the Service or that otherwise results in fines, penalties, and other liability to HCC, the Film Office or others; or
  - 11.1.9 access the Database from a jurisdiction where it is illegal or unauthorised.
- 11.2 You must not misuse the Database or our website 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 or our website, the server on which they are stored, or any server,

computer or other database connected to our site. You must not attack the Database or 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.

- 11.3 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 the Database or any related website or to your downloading of any material posted on it, or on any website linked to it.
- 11.4 We reserve the right to use your information for what we consider to be marketing purposes relevant to the television and film production companies and the creative industries generally. 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 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 individuals or entities who have provided information to the Database.
- 11.5 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 with the Database. We reserve the right to verify such companies or individuals before their ability to search is approved.
- 11.6 The Film Office and HCC 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 Film Office in the event you have an issue with these Terms or the Database. Usually, issues are resolved at this stage. However, should you not be satisfied with how the situation has been resolved please follow HCC's Complaints procedure which can be found at

<https://www.hertfordshire.gov.uk/About-the-council/Complain-or-comment/Make-a-complaint.aspx>

## **12. Consequences of Violating These Terms**

- 12.1 If you do not act acceptably and in accordance with these Terms, we may prohibit your use of the Database. Additionally, we reserve the right to suspend or terminate your account and prevent access to the Database for any reason, at our discretion.
- 12.2 We reserve the right to fully investigate and prosecute violations of the law and

may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms in a criminal manner.

- 12.3 You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Database.

### **13. Liability**

- 13.1 We are not liable for the actions of users when they use the Database.
- 13.2 We exclude all 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. This does not affect our liability for death or personal injury arising from our negligence, nor any other liability which cannot be excluded or limited under applicable law.
- 13.3 We do not guarantee the quality or accuracy of any content you view on the Database.
- 13.4 We may change, suspend, or discontinue any aspect of the Database at any time, including hours of operation or availability of the Database or any feature, without notice or liability.
- 13.5 We are not responsible for any disputes or disagreements between you and any third party you interact with arising out of your use of the Database. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release HCC and the Film Office of all claims, demands, and damages in disputes among users of the Database. You also agree not to involve us in such disputes.
- 13.6 We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Database. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider, or the quality or nature of third-party products or services obtained through the Database. You use the Database at your own risk.
- 13.7 The Database may include links to third-party websites and applications, including opportunities to purchase goods and services from third parties. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the Database.

### **14. DISCLAIMER.**

Users use the Database at their own risk and we give no guarantees or warranties. As set out below, the Film Office and HCC disclaims all warranties to the extent permitted by law and for the purposes of this Clause "**Released Parties**" shall include the Film Office, HCC and their affiliates, officers, directors, employees, agents, partners, and licensors:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE DATABASE IS AT YOUR SOLE RISK, AND THE DATABASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DATABASE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE DATABASE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE DATABASE WILL BE CORRECTED; (C) THE SERVICES OR THE SERVER THAT MAKES ANY ASPECT OF THE DATABASE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DATABASE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. HCC AND THE FILM OFFICE MAKE NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED FROM THIRD PARTIES THROUGH THE USE OF THE DATABASE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE DATABASE AND ANY THIRD-PARTY SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **15. General**

15.1 These Terms are governed by the laws of England and Wales and constitute the entire agreement between you, the Film Office and HCC regarding use of the Database and the English Courts will have exclusive jurisdiction over any claim arising from, or related to, use of the Database, save that we retain the right to bring proceedings against you for a breach of these Terms in your country of residence or any other relevant country. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

15.2 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.











