

TERMS AND CONDITIONS FOR THE SUBMISSION OF INFORMATION AND IMAGES TO THE CREATIVE ENGLAND LOCATIONS DATABASE (THE “DATABASE”)

By submitting information relating to your location for registration on the Database you agree to be bound by the following terms and conditions (the “Terms”). In these Terms, the expression “the Work” means all copyright material prepared and uploaded by you to the Database including, without limitation, any information, digital or moving images, film negatives, film positives and film prints.

INFORMATION ABOUT US

The Database is hosted at www.filminginengland.co.uk and is operated by Creative England (“We”). Creative England is part of the [Creative UK Group](#). We are registered in England and Wales under company number 07432947 and have our registered office at Tomorrow Building, 130 Broadway, Suite 7, 2nd Floor, MediaCityUK, Salford, M50 2UW.

YOUR WARRANTIES

You warrant and undertake that:

1. you have the full capacity and authority to agree to and abide by these Terms and the authority to grant any rights to be granted to us under these Terms;
2. the Work is your own original copyright work, or you have the copyright owner’s permission to submit the Work to the Database;
3. the Work does not breach the intellectual property rights of any other person and contains no material that is defamatory;
4. you unconditionally give to us all consents required pursuant to any laws in force in the United Kingdom and in any other part of the world to allow us to copy, modify, adapt, market, distribute and publish the Work for use in connection with the Database without any obligation or liability to you;
5. you waive absolutely, unconditionally and irrevocably your moral rights in the Work arising now or at any future time under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world;
6. the Work is, to the best of your knowledge, true and accurate; and
7. you give your permission for the Work to be held on the Database and to be used by us to market the property as a filming location via all types of media and for the information to be disclosed to persons requesting details of locations from us and through our websites.

OUR WARRANTIES

We warrant and undertake that we will use reasonable endeavours to:

1. ensure the accuracy of the information contained on the Database, but accept no responsibility for errors, omissions, or liabilities, howsoever arising; and
2. verify the bona fides of persons requesting location information from the Database.

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. In consideration of us allowing you access to the Database, you hereby grant to us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to reproduce the Work for the purposes stated above. You warrant and represent that you have the right to grant such a licence.

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 you 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. We will not have any liability to you for any loss, damages, costs, or expenses which you suffer or incur as a result of submitting the Work to the Database, or as a result of any arrangements you may make with third parties introduced through the Database for the use of the property as a filming location or any other related activity. We do not act as a negotiator for use of the location, whose details you have submitted to the Database. Fees and contracts are subject to arrangements between you and the hiring third party.

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 on 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; or any infringement of copyright or other intellectual property rights in material posted by you.

VARIATIONS

We may revise these Terms 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. We reserve the right to change the online location of the Database at any time.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, use of the Database. These Terms 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.

For further information, you can find Creative UK's Privacy Policy [here](#).