

Locate Productions Ltd Terms & Conditions

IMPORTANT LEGAL NOTICE

This legal notice applies to the entire contents of the website under the domain name www.locateproductions.com (the “Website”) and to any correspondence by e-mail between us and you. Please read these terms and conditions carefully before using the Website. By accessing any part of the Website you agree to be bound by these terms and conditions in full (which shall take effect immediately on your first use of the Website) regardless of whether or not you choose to register with us or use any of our services. If you do not agree to be legally bound by these terms and conditions, please do not access and/or use the Website. We may revise these terms and conditions at any time and you are advised to revisit these terms and conditions each time you access any part of the Website as the current terms and conditions will be binding on you. This notice is issued by Locate Productions Limited (the “Company”).

1. General

1.1 Property rights: The copyright and other intellectual property rights in all material on the Website (including, without limitation, photographs and graphical images) are owned by the Company or its licensors. This material is protected by various copyright laws and treaties around the world.

1.2 Image usage: Copies or extracts of pages from the Website may be downloaded or printed for your own non-commercial, personal or professional use and for reference only. Material on the Website must not be used for external commercial purposes nor edited or altered in any way without seeking prior written permission from the Company. Any use of copies or extracts from the Website other than in accordance with this clause 1.2 is strictly prohibited. Any rights not expressly granted in these terms are reserved.

1.3 Security Access: If you are provided with user information and/or a password or any other information relating to the security procedures in connection with the Website you must treat this information as strictly confidential at all times and may only disclose such information to a third party for the purposes of and when associated with a specific project, provided that sufficient care is taken by you to ensure compliance with these terms and conditions by that third party and that such information/access is not abused by that third party. For the avoidance of doubt, you shall remain responsible for all actions when access to the Website is obtained through the use of your user information and/or password (whether authorised or unauthorised).

1.4 Uploading material: Any material uploaded to the Website by you will be considered non-confidential and non-proprietary and the Company and its licensors shall have the right to copy, disclose, incorporate, distribute and otherwise use such material in any way (including within the Website, whether on private pages or within the location library) for any commercial and non-commercial purposes. For the avoidance of doubt, if you do not want to grant the Company and its licensors the rights set out above, please do not upload any material to the Website.

1.5 Viruses: The Company shall not be liable for any loss or damage (howsoever caused and whether direct or indirect) caused by a distributed denial-of-services attack, computer virus, technical fault or other technologically harmful material that may infect your computer equipment, computer games, data or other proprietary material due to your use of the Website or to the download of any material from the Website, or on any website linked to it.

1.6 Website access: Every effort is taken to ensure access to the Website is available 24 hours a day; however the Company shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the site may be suspended temporarily and without notice in case of system failure, maintenance or repair or for reasons beyond the Company’s control.

1.7 Website use: You agree to use the Website only for lawful purposes and shall not misuse the Website (including, without limitation, by hacking). You are prohibited from posting or transmitting to or from the Website any material that is (i) threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (ii) for which you have not obtained all necessary licences and/or approvals; or (iii) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (iv) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of this clause.

1.8 Disclaimer: The Company does not warrant the accuracy and completeness of material on the Website and all material is

provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the fullest extent permitted by law, the Company provides the Website on the basis that the Company excludes all representations, warranties, conditions and other terms which, but for these terms and conditions, might have effect in relation to the Website.

1.9 Liability: The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company’s group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website. Nothing in these terms and conditions shall exclude or limit the Company’s liability for (i) death or personal injury caused by negligence or (ii) fraud; or (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

1.10 Governing Law: These terms and conditions shall be governed by and interpreted in accordance with English law and are subject to the exclusive jurisdiction of the English Courts.

2. Location Library

2.1 Booking and paying

2.1.1 Fees: There is no charge for using the Website, searching the location library or arranging a location visit in accordance with clause

2.2.2, however if a location is booked and confirmed a location library fee will be charged as follows: (i) £250.00 for filming and stills advertising; and (ii) £150.00 for stills editorial.

In addition, there will be a separate location hire fee which is varied according to the type of location and the production involved. In some cases a damage deposit will also be required (clause 2.1.2) which will be held until after the shoot. All fees are quoted exclusive of value added tax (VAT) for which you will be additionally liable at the applicable rate from time to time.

2.1.2 Deposit: On certain locations a deposit payment may be required to cover against any damage that may occur. It is at the discretion of the Company as to whether this is necessary. Any deposit shall be payable in advance of the shoot taking place. The deposit will be held until after the shoot has taken place and returned minus any deductions deemed necessary after an applicable inventory has been completed.

2.1.3 Overtime: Unless otherwise agreed, any overtime will be charged at 1.5 times the hourly rate beyond the stated contractual hours in the relevant Location Hire Agreement (clause 2.15). Any overtime payments will be invoiced after the shoot and must be paid in full within 1 week.

2.1.4 Payment: Any location library fees, location hire fees and if necessary, damage deposits are payable to the Company strictly in advance of the shoot in the form of cash, cheque (made payable to “Locate Productions Limited”), BACS or CHAPS payments. Payment will only be deemed to have been received by the Company when it has cleared into the Company’s bank account. Failure to pay the fees in full in advance of the shoot may result in access to the location being prohibited.

2.1.5 Location Hire Agreement/Public Liability Insurance: Once a location has been booked, the Company will draw up a location hire agreement (“Location Hire Agreement”) which will set out, amongst other things, the rights and obligations surrounding the use of the location, the images taken and the rights of the Company, the location owner and the hirer. Proof of valid Public Liability Insurance of a minimum of £1,000,000 must be presented to the Company prior to the signing of the Hire Agreement. For the avoidance of doubt, the Hire Agreement must be in the same name as appears on the Public Liability Insurance cover. Any person signing the Hire Agreement must be validly authorised to do so and anyone knowingly misrepresenting themselves to be so authorised will be liable for any damage or loss suffered by the Company and/or the location owner. Failure to provide proof of valid Public Liability Insurance and/or failure to sign and deliver the Hire Agreement in advance of the shoot may result in access to the location being prohibited

2.1.6 Booking a location: A location appearing in the location library does not guarantee availability either for a specific shoot or any specific date. Availability and suitability of any given location is judged on a shoot by shoot basis and can only be confirmed

upon entering in to the Location Hire Agreement. If material/information is obtained from the Website regarding a specific location which is ultimately used for a shoot but not booked through the Company, the hirer will still be liable to pay the location library fee in accordance with clause 2.1.1.

2.1.7 Cancellation Fees: Once a Hire Agreement has been signed the hirer will be liable for 100% of the location library fees and location hire fees if the hirer then cancels the shoot. If a cancellation is made more than 48 hours prior to the shoot commencing the Company will endeavour (but cannot guarantee) to reduce this liability to 50% of the location library fees and location hire fees.

2.1.8 Termination of a shoot: The following actions may result in the termination of a shoot by the Company: (i) non-payment of the location library fees, location hire fees and/or (if applicable) the damage deposit prior to the commencement of the shoot; (ii) failure to provide proof of valid Public Liability Insurance and/or failure to sign and deliver the Location Hire Agreement prior to the commencement of the shoot; (iii) the provision of inaccurate, incomplete or misleading information by the hirer in connection with the Location Hire Agreement; or (iv) any breach of these terms and conditions.

2.2 Liability

2.2.1 Disclaimer: Photographs and images displayed in the location library on the Website are done so by the Company without making any guarantees, conditions or warranties as to the accuracy or completeness of such material. Although every effort has been taken to ensure that images and particulars presented on the Website are accurate and up-to-date, the viewable images in the location library are no guarantee of the condition of the location. The Company therefore disclaims (to the fullest extent permitted by law) all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone informed by any of its contents.

2.2.2 Suitability: The Company strongly advises that the location is visited by a representative of the hirer prior to the shoot taking place to establish firsthand the suitability and availability of the location. The Company, any appointed agent or the location owner cannot be held liable for any loss, damage or inconvenience caused by the unsuitability of the location. It is the responsibility of the hirer to ascertain whether the location requires any additional permissions (and if so, that these are in place prior to the shoot taking place), be it in relation to areas adjacent to the location, from the local authority or other third parties, in order to facilitate the shoot.

2.3 Location Owners:

2.3.1 General: These are the terms and conditions under which we agree to act as filming & photographic agent between “The Owner” / “The Property” and “The Company”

2.3.2 Photographs: The Owner agrees that photographs of the Property will be uploaded and featured on Locate Productions website: www.locateproductions.com. Locate Productions Ltd will retain the copyright of any photographs taken of the Property by Locate Productions Ltd.

2.3.3 Fees: On behalf of the Owner we will negotiate fees to be paid by the Company and as necessary we will negotiate the terms of the contract on behalf of the Property. The Owner agrees not to discuss fees directly with any Company introduced to the Owner by Locate Productions LTD.

2.3.4 Payment: Locate Productions Ltd will invoice the Company for total hire fees including commission and will pay the Owner minus commission within 5 days of shoot completion.

2.3.5 Confidentiality: The Owners information including names, address and phone numbers will not be visible to website users. You agree to keep at all times any information in relation to the conduct of our business as filming agents confidential and will not disclose the same to any other party without written consent.

2.3.6 Your Obligations: The Owner will endeavour to notify Locate Productions of any decorative or structural changes carried out to the Property, after submitting photographs to be used for the website. You warrant to the agent that you have the necessary authority to appoint us as your agent for the purposes described in these terms and conditions, to allow us access to the Property and to enter into any contract for the use of the Property as a filming/photography location, or that if you do not, or do not solely have such authority, you will notify us of the identity of the person or persons who have such authority. You undertake to allow reasonable access to potential customers introduced to you by us in order to view the Property.

2.3.7 Commission: The Owner agrees that Locate Productions will deduct a 20% commission on all fees, resulting from Filming / photography/Events at the Property, when negotiated and introduced by Locate Productions.

Exclusive Sole Agency – the benefits:

- Increase your booking potential.
- We are often asked just to put forward properties we exclusively represent. This is to save the location finder's time from being sent the same properties. It also saves you time from getting calls about the same brief and any complications that can be caused by this. Any independent enquires you may have can also be referred back to us.
- Additional marketing and coverage including:
 - Your property will be strategically positioned higher in page listings on our website.
 - E marketing campaigns dedicated to your property.
- Free professional photographs showing your property in the best light to increase bookings.
- Save costs: We offer a reduced commission our sole agency properties; 15% instead of the standard 20%.

3. Production / Location Management

3.1 Purchase Order: Further to the provision by the Company to the hirer of an estimate of the fees and costs of the production/location management of a particular shoot (such acceptance and approval being treated as an acceptance of these terms and conditions), a written Purchase Order shall be agreed including (but not limited to) confirmation of the brief, quoted fee, estimated advance in terms of additional costs and expenses and payment schedule prior to any production/location management work commencing.

3.2 Payment terms: An advance payment of 100% of all estimated costs and expenses to be incurred by the Company as set out in the Estimate shall be made by the hirer prior to the work commencing. A final balance invoice will be supplied to the hirer by the Company on completion of the shoot which will detail the agreed fee payable together with any savings made or additional costs incurred in the balance.

3.3 Handling Fee: The Company reserves the right to charge the hirer an additional 15% production fee on all expenses and costs incurred and paid for directly by the Company if the advance payment is not paid to the Company prior to commencement of the work.

3.4 Cancellation Costs: In the event of a shoot being cancelled by the hirer, the Company reserves the right to charge a cancellation fee of at least 100% of the work carried out up to the date of cancellation together with all expenses incurred by the Company. A cancellation fee will also be charged in the event that the acceptance of such shoot had resulted in the loss of work elsewhere.

3.5 Savings: Savings will be made wherever possible by the Company, however the total advance payment may be re-distributed and spent in a way that the relevant producer/production manager (in his/her absolute discretion) deems necessary in order to complete the shoot.

3.6 Additional costs: Any additional costs above and beyond the agreed advance payment in the Purchase Order will be discussed and agreed prior being incurred by the Company.