

## **Location Works Ltd: Terms & Conditions to owners**

**Location Works** is an agent for locations; we provide a quick and easy way for photographers, film, TV and events companies to find their perfect location. Our terms and conditions for location owners are below - and please do read! - but to summarise:

:: when searching for a location, decisions are made by our client on the basis of what they can see, so we must have comprehensive images of your property, so the film company or photographer can get a good idea of the potential;

:: having your property on our web site does not mean you are obliged to accept work we put your way! When work comes in that we consider right for your location, we will offer it to you and you can decide whether you want to do it or not. You need only say yes if you like the sound of the project, and the money is acceptable.

:: security is important to us!. Location images on our web site are described only by "fuzzy geography", i.e. the only thing that anyone will see will be the vague area such as "Buckinghamshire" or "North London". It will never be possible for the users of our site to have access to your personal details. Your personal details are securely stored in our databases, which are only available to members of our team (behind a two-tier security screen). If a client wants to come and visit, we will only supply your details after we have established the client's bona-fides, and after you have given your permission.

:: we are a commercial business, and we charge for our services. Since we can provide no guarantees (having your property on our web site does not guarantee work), we keep our charges to the lowest possible level, usually only charging after you have successfully been used as a location. In other words, you only get charged after we have been successful in bringing you paid work. We make two charges: a small fee for uploading your images to the web site (and popping your location into categories, and adding keywords); and we charge a percentage of the facility fee that is paid to you - see below for more details. Since we charge a percentage, it is in our interests to get you the best price for each job.

:: we have a duty to our clients to present accurate images of locations, and so we respectfully request that you keep us up to date with developments, e.g. have you moved? have you redecorated? are all areas still available?

:: the moment you decide you no longer want to be represented by us, we will immediately remove your images from public view.

### **Terms & Conditions**

**Location Works Ltd** (LW) provides location services: these services are offered to you conditional upon your acceptance of these Terms and Conditions of Business. Your use of our services, and/or the LW web site at [www.locationworks.com](http://www.locationworks.com) or [www.locationworks.co.uk](http://www.locationworks.co.uk) constitutes your acceptance of all these Terms and Conditions. If you do not agree to be legally bound by these terms, please do not use our web site nor our services. Our Terms & Conditions may change at any time; you are advised to check each time you use our services, as you will be bound by the terms and charges applicable at the time.

### **Definitions**

:: "Agent": Location Works, i.e. the appointed agent of the Property owner, or any of its associated, affiliated or subsidiary companies or sub-licencees;

:: "Library": the library and/or web library of the Agent,

:: "Property": the premises or land which is made available for hire;

:: "Hirer": any company, individual or third party utilising any of the services provided by the Agency;

:: "Owner": the individual, company or legal entity which owns, controls or represents the Property;  
:: "Charges": the library fee and or any commission which may be chargeable by the Agent to the Hirer and/or Owner;  
:: "Facility Fee": a charge made to the Hirer on behalf of the Owner for the use of the Property;  
:: "Commission": a charge made by the Agent as a percentage of the Facility Fee;  
:: "Recce": a "reconnaissance" visit to the Property by the Hirer or his/her representatives;  
:: "Shoot": the use of a Property by the Hirer, whether for the purposes of filming, photography, or any other kind of event.

### **Data Protection**

The Agent maintains databases which are subject to the provisions of the Data Protection Act 1998, licence no. Z2072934. The Agency will make every reasonable effort to ensure the security of the Owner's details.

### **Licence**

Images downloaded from the LW Library and/or any other material supplied to the Hirer by the Agent may be used for reference only, and may be printed for private, non-commercial use only. No user of the services may copy, reproduce, publish, or transmit any section of the Library or any other supplied materials in any way, without the Agent's prior express permission. No user may edit or alter or crop any of the images supplied, or downloaded from the Library. All images and information supplied are copyright Location Works, unless otherwise indicated. All users must agree to use any supplied material only for lawful purposes.

### **Fees**

The Agent makes no charge to its clients for the use of the web site, nor for organising an initial Recce, however the confirmation of, and usage of any Property will be subject to a booking fee payable by the Hirer to the Agent. The location hire fee payable by the Hirer will be invoiced by the Agent, and will be held in an escrow account until paid over to the Owner, less the Agent's charges. Payment to the Owner will be made without unnecessary delay. The Facility Fee charged will be subject to negotiation between the Hirer, Agent and Owner, and may vary on a job-by-job basis: the Facility Fee is not fixed.

### **Charges to the Owner**

All charges will be pre-notified to the Owner. There is a standard one-off upload charge of £35 + VAT made by the Agent for uploading images of a Location to the Agent's web library at [www.locationworks.com](http://www.locationworks.com). This upload charge is normally deferred, i.e. it is deducted from the first fee payable to the Owner. There is also a standard £35 + VAT charge for updating images; this charge may be waived at the Agent's discretion or by prior agreement. In addition, the Agent will charge a percentage of the Facility Fee, which will be deducted from the amount payable to the Owner. The Agent's standard percentage is 20%, which may be varied through negotiation, or at the Agent's discretion. The standard 20% percentage is implicit throughout these Terms & Conditions, and may be varied only in writing. The percentage may also be varied on a job-by-job basis. The Agent is also entitled to its standard commission rate for any overtime charges incurred, which shall be deducted from the fees due to the Owner. The Agent is normally responsible for invoicing the Hirer for the facility fee, and passes the facility fee to the Owner after deducting commission. When done this way, the VAT on the commission is included in the Agent's invoice to the Hirer. If the Hirer pays the Owner direct, the Agent will invoice the Owner for the commission *plus VAT*.

### **Charges to the Hirer**

Each job is different, and so the amount payable by the Hirer for the use of the Location may vary according to the level of inconvenience, the level of intrusion, the length of the hiring, etc. The Agent will advise on the optimum charging levels per job (and is incentivized by the Agent's commission to get the best price). Preparation and restoration days are normally charged to the Hirer at 50% of the agreed Shoot fees. Overtime payments (if applicable) and/or any other costs incurred during the shoot will be invoiced to the Hirer after the Shoot, and will be subject to the same percentage charge by the Agent as previously agreed. The overtime rate will be agreed in advance of the shoot. The Agent will supply overtime sheets which should be signed by both Hirer and Owner (and a copy retained). Extra charges for overtime and expenses (e.g. pre-agreed charges for

utilities usage such as electricity) must be presented to the agent in a reasonable time-scale after the shoot, and will not be accepted after 30 days have elapsed.

### **Cancellations**

After confirmation, Location Works will have begun processing paperwork and invoicing: as such, the full library fee becomes due from the Hirer after confirmation and is not refundable. Cancellation to you, the location owner, can be subject to different terms and conditions: if you'd like special terms to apply, please call us to discuss. By default it is Location Works policy that the entire location fee will remain payable if five (5) days or less remain between cancellation and shoot commencement date. Verbal confirmation by the Hirer is deemed to be full confirmation.

### **Refunds**

No charge is made to the Hirer prior to confirmation of the job. After confirmation, the Agent's library fees become due and are non-refundable. Provided that a cancellation has been made more than five (5) days before the first shoot date, any location fees and/or deposits held by us will normally be refunded to the Hirer in full (as soon as is practicable and in any event within 30 days). After the cut-off point (5 days prior to commencement of shoot), the entire location fee will remain payable, and will be due to the Owner less the Agent's percentage. Hirer and Owner satisfaction is paramount to us, and complaints will be assessed on an individual basis, and every effort made to find an amicable solution. Refund of the location fees after the cut-off point (and therefore after payment has been made to the Owner) will be subject to three-way negotiation and agreement between the Hirer, the Agent and the Owner.

### **Warranty**

Although every effort has been taken by the Agent to ensure the images and particulars presented are up-to-date, no warranty is given or implied that any Property is available or suitable for the Hiring. The display or provision of images and/or particulars do not constitute any part of an offer or contract and are for guidance purposes only. None of the descriptions of locations in the Library nor those provided by any employee or representative of the Agency may be relied upon as statements of fact.

### **"Recces"**

The Agent cannot insist, but highly recommends that a Recce (reconnaissance visit) take place so that the Hirer can establish for themselves the availability and/or suitability of the Property. It is the responsibility of the Hirer to ascertain the status of the Property and its suitability, and to ensure that all necessary permissions are in place prior to the commencement of the Shoot. Neither the Agent nor the Owner can accept responsibility for loss, damage or inconvenience that may occur when a Recce did not take place. At the time of any such Recce, the Hirer assumes full legal responsibility for equipment and/or personnel that enter the Property. Some Owners may opt to charge for a Recce, or for the second and subsequent Recces - please advise us prior to the recce taking place.

### **Disclosure**

Where details are given for a particular location, whether used or not, any subsequent use of that location by the Hirer, the location manager, production company or its principals will be charged at normal library rates and will be subject to these same Terms and Conditions. The cancellation of the booking followed at any time by the subsequent use of the Property will be subject to the usual booking fees. The booking fees apply to one usage of the Property: subsequent usage will be subject to additional booking fees. **All location contact details and information released by the Agent to the Hirer are confidential and shall be used for the purposes of the production only and may not be released to any third party under any circumstances unless necessary for the purposes of the production. "Recce photographs" taken by a Hirer, or their representative, who visits a supplied location are for reference use only, and for the sole use of the production for which they are taken. Such recce photographs and/or any other reference material, including contact details, must not subsequently be used for financial or personal gain.**

### **Bookings**

Locations provided to us by Owners will be subject to commission charges on bookings arising out of any introduction through the Agent; such charges are applicable whether or not the booking is finalised through the Agent, and apply equally to repeat bookings.

### **Liability**

The Agency cannot insist, but highly recommends that a qualified Location Manager be employed by the Hirer to oversee the Shoot/Event, to organise access, parking, permissions and responsible care of the Property. Responsibility for the obtaining of permissions, notification of relevant authorities, and the notification of neighbours, rests entirely with the Hirer. The Agent will not be liable for any loss or damage suffered by the Hirer or the Owner as a result of the Hire, or the cancellation of the Hire. The total extent of any liability shall in any event not exceed the total of the Agent's Charges and/or Commission if applicable.

### **Use of images**

The images displayed in our web library remain the copyright of the Owner, unless they have been supplied by a third party who retains copyright (it is incumbent on the Owner to advise the Agent of any copyright issues). The Agent's primary business is in the supply of locations, and the Agent will not normally seek to profit from the sale or hire of images except with the Owner's express permission. At such time as the Owner no longer wishes to be represented on the Agent's web site, the images will be hidden or removed immediately (or as soon as practically possible), and destroyed if requested.

### **Library presentation**

The photographs we place in our web library will have been edited: we may take a sub-set of the images, re-order them, change brightness/contrast, crop them, remove distinguishing street-signs/logos, etc. This is to ensure we have what we believe to be the best presentation, and which is consistent with the objectives of our library as a whole. We will also place the location into one or many of our categories, and attach keywords to individual images. This process we call "editing", and the editor's decision is final.

### **Photography**

From time to time we may offer a photography service to location owners to assist them in marketing their property as a location. We offer this service at a greatly reduced rate (normal rates for location photography start at £450 per day), since we believe we will commercially benefit from earning our percentage when the property is subsequently used. This reduced rate is offered on the understanding that the images may not be used to display the location in the libraries of any of our competitors, and we reserve the right to charge the full rate if we discover images used in this way. In some cases the photography charge may be deferred (to be deducted from the fee payable when the location is first used) but this is decided on a case-by-case basis and must be agreed with us before the photography takes place.

### **Privacy**

Location Works is committed to preserving the privacy of all visitors to [www.locationworks.com](http://www.locationworks.com) and our clients and location owners. By registering, requesting information or otherwise contacting us through this site, you consent to the collection, use and transfer of your information by us. We will only ever use such information lawfully. We use the information that you provide for such purposes as responding to your requests, providing our services, and communicating with you. We will never impart your information to a third party, except with your express permission, and in the course of providing our service to you: i.e. when negotiating or drawing up a Location Agreement with a location owner. We engage other companies to perform functions on our behalf, such as processing credit card payments: these companies do not retain, share, store or use personally identifiable information that you provide to Location Works for any secondary purposes. Information that we store in our databases is password-protected and only accessible by our own vetted staff. Location Works is registered and licensed under the Data Protection Act in the United Kingdom. You may request to see any information we hold on record for you: under the terms of the Act, we may charge a fee of £10 to meet our costs.

### **Links**

Links to third party web sites on our web site are provided solely for your convenience: if you click on these links,

you have left our website. Location Works provides these links in the hope they might be useful to you, however any such links are not intended to indicate any form of recommendation or endorsement. You use such third party sites entirely at your own risk.

**Abusive clients & owners**

Location Works is committed to the protection of its staff, and will not tolerate abusive or threatening behaviour from its clients or location owners. The company reserves its right to cease all further business dealings with any of its clients or suppliers, and to cancel any and all hirings immediately and without recourse or appeal.

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