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 or 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 GDPR 2018, 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 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 £100 + VAT made by the Agent for uploading images of a Location to the Agent’s web library at 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 £100 + 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 25%, which may be varied through negotiation, or at the Agent’s discretion. The standard 25% percentage is implicit throughout these Terms & Conditions, and may be varied only in writing. Managed properties are charged at 30%. 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 seven (7) working 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 7 working 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). The deposit will be returned to the client after any agreed deductions have been made with respect to overtime, damage or breakage (of physical items) and/or restoration, and will be held until the resolution of any dispute. After the cut-off point (7 working 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. Disputes and/or applications for recompense for damage or breakage must be notified in a timely period, and in any event no later than 7 days after conclusion of the shoot.

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.

Warranty from registrant
If you are not the legal owner of the property, please do ensure that you have the necessary permissions from the owner, and can confirm their co-operation.

"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.

Location agreement

The location agreement is a contractual document signed by both parties - Hirer and Owner (the Agent is not a signatory). The location agreement may be provided by the Hirer or the Owner, or, if none is available, a simple agreement can be provided by the Agent. For a long or complicated shoot, it is recommended that a comprehensive agreement is used. In all instances it is of paramount importance that all specifics of the shoot are provided in advance and in writing, since the agreement may be voidable if it can be proven that there was misrepresentation or non-disclosure. Significant variation from the premises of the shoot can later cause problems - for example a marked increase in the size of the cast/crew, or playback where none was previously mentioned - and may result in, at the least, an expectation by the Hirer of increased remuneration, and at the worst, the voiding of the agreement. The Agent can only advise, and if the shoot is large, costly or complicated, that advice will be to seek legal representation.

Use of images

Many of our location images have been taken by one of our team of photographers, in which case copyright is owned by Location Works Ltd. Images supplied by you, the location owner, remain your copyright, unless supplied by a third party who retains copyright. The supply of photographs by you automatically gives us your permission to use them, both in our online library and in promotion. If the images have been supplied by a third party, such as a photographer, it is incumbent on you, the Owner, to advise us of any copyright issues, and to obtain permission under the Copyright, Designs and Pattern Act 1988. *We are a small family-run business, and we do not have the resources to research the copyright of every image you send to us. It is different for you! since you know the origin of your images. Please help us avoid expensive litigation by advising us of the copyright ownership of the images.* We are more than happy to include a credit / copyright notice for the owner of the copyright, please advise. The Agent's primary business is in the supply of locations, and the Agent does not seek to profit from the sale or hire of images. *The images themselves are worthless to us - we only make money when your location is successfully used in a production.* At such time as you no longer wish to be represented in our online library, 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
please see our Privacy Policy...

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.

Location Works Ltd
t: 0800 334 5505
info@locationworks.com :: www.locationworks.com
Registered No: 06409259
Registered Office: 9a The Cross, Eye, Suffolk IP23 7AB