Location Works Ltd: Terms & Conditions

Location Works Ltd (LW) provides location services: these services are offered to you conditional upon your acceptance of our 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 of Business 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 sublicencees;
:: "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;
:: "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.

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.

Charges
There is no charge for using the Agent's web site(s), nor for organising an initial Recce (see below), however the confirmation of, and usage of any Property will be subject to a library fee (booking fee). The location hire fee is separate, and subject to negotiation and contract. All charges must be paid in advance of the Shoot. The location hire fee will have been negotiated with the location owner, and the estimated cost will reflect the hours of the shoot, size of crew, anticipated disruption, areas of usage, type of shoot, etc. The Agent and Owner reserve the right to seek additional fees if there is any variation on the shoot day to the terms agreed prior to the shoot. Additional charges may include a damage/overtime deposit (plus administration charge) which will be held in the Location Works escrow account until after the Shoot. Preparation and restoration days are normally charged at 50% of the agreed Shoot fees. Overtime payments (if applicable) and/or any other costs incurred during the shoot will be invoiced after the Shoot, must be paid within 7 days (or deducted from the deposit), will be subject to an Agent's administration charge of £50, and will be subject to VAT. Outstanding sums due to the Agency and/or Owner will carry interest in accordance with UK Late Payment of Debts legislation.

Confirmation
The Agent cannot guarantee the availability of any of its locations, and strongly advises early confirmation.

Confirmation is in stages: a) an iniitial statement of intent, after which the Agent will draw up a Location Agreement and other ancillary paperwork; and b) the signing of the Agreement by both parties. The booking is not final, and therefore not fully confirmed, until the Agreement has been signed by both parties.

Cancellations

After confirmation, the Agent will have begun processing paperwork and invoicing: as such, the full library fee becomes due after confirmation and is not refundable. Cancellation to the location owner may be subject to different terms and conditions, imposed by the owner; 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 is deemed to be full confirmation.

Refunds

No charge is made to our clients prior to confirmation of the job. After confirmation, our library and administration 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 be refunded in full as soon as is practicable (and in any event within 30 days). The deposit will be returned 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. Client 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 location) will be subject to three-way negotiation and agreement between the Hirer, the Agent and the Owner. Disputes and/or applications for a refund must be notified in a timely period, and in any event no later than 7 days after conclusion of the shoot.

Dispute resolution

The Agent will make its best efforts to assist in any dispute that may arise over extra charges such as damage reinstatement, overtime, etc. The Agent will not release any deposit that may be held until agreement has been reached. It is the Agent's policy to aim for the resolution to any dispute within a 14-day timeframe, beyond which it is recommended that an arbitrator be brought in. The Agent will provide a statement for the use of both Hirer and Owner for such purposes.

Chargeback policy

Bookings where payment is made by credit/debit card are subject to the same terms and conditions as any other kind of payment. Chargebacks occur when the client payment card provider makes a demand to return monies on a transaction which the client claims is fraudulent or otherwise disputes. The agent recognises that chargebacks can happen for a variety of valid reasons, however if a client makes a card payment in respect of a booking, and later disputes the legitimate charge by raising a chargeback without merit (as determined at the Agent's sole discretion) - whether fraudulently or otherwise - then the agent will take steps to recover any charges resulting from such unmerited chargeback from the payee directly. Unmerited chargebacks include but are not limited to: disputing a charge made in accordance with the owner’s cancellation policy; disputing a charge made in respect of the property rental in which the client fails to make reasonable efforts to work with the owner and/or agent to resolve any issues; disputing a charge made in respect of a booking which was modified by the client and the owner in breach of these Terms & Conditions; or requesting a chargeback without a legitimate reason and/or failing to provide any supporting information in respect of the chargeback to allow those parties from which the chargeback is requested to assess the basis of the chargeback request. Location Works takes a zero tolerance approach to chargeback fraud. Further, in the event of any unmerited chargeback request, the agent reserves the right to recover monies by any legitimate means available, including using a third-party debt collection agency or any other lawful means to recover funds successfully charged back to the client in such circumstances.

Warranty

Although every effort has been taken 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 in the Library nor those provided by any employee or representative of the Agency may be relied upon as statements of fact. Where given, distances and travel times are supplied as a convenience, and only as a guideline.

"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 locations may charge for a Recce, or for the second and subsequent Recces - please check with us first to avoid unexpected charges.

Health & Safety
The Agent arranges site visits (recces) to various locations on behalf of the Hirers. As the Agent does not manage all sites, the Agent cannot be responsible for the site's Health and Safety. While the Agent strives to ensure a safe working environment during these visits wherever possible, it is important to note that Hirers will be responsible for their own health and safety matters throughout the duration of the visit. The Agent shall endeavour to identify and share the current conditions of the building / property to the relevant people or person(s) in charge, as well as highlighting any risks or hazards that may be present. Ultimately, if the Hirer has any concerns, they should arrange for their own Risk Assessments and Method Statements to be carried out on site. The Agent can recommend third-party providers to facilitate this if needed. Please also note that the Agent shall not be held liable for any accidents, incidents, injuries, near-misses, or damages that may occur during the site visit. Should an accident or incident take place during the site visit, the Agent will ensure this is reported to the Hirer or the relevant person(s). The Agent strongly recommends that all Hirers remain vigilant and cautious, in order to adhere to all health and safety regulations and guidelines provided by the Government and by the respective person in charge. By participating in the site visit, all Hirers acknowledge and accept these terms and conditions.

Public Liability
All location hire is subject to contract, and the Owner reserves the absolute right to refuse the booking without giving a reason. The Hirer must exhibit on demand proof of Public Liability Insurance prior to entering the Premises for the purposes of the Shoot.

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 undertake a recce, 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 the Agent's 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.

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.

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.

Cookie Policy

:: Like many web sites the Location Works web site makes use of cookies. A cookie is a small amount of text-only information that is saved to your computer's hard disk by your web browser so that the web site can remember who you are. Cookies cannot be used by themselves to identify you although they may be used to record your IP address. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number.
:: Location Works may use necessary cookies/performance cookies/functionality cookies on its web site, specifically:
:: per session cookies, which are temporary cookies that remain in the cookies file of your browser until you leave the web site;
:: persistent cookies, which remain in the cookies file of your browser for longer (depending on the lifetime of the specific cookie). These cookies are used to store information between visits to a site.

:: None of the Location Works cookies keep any personal information about you or any of our visitors.
:: Third party web sites to which you may be redirected by whatever means from the Location Works web site may also use cookies.
:: Location Works uses cookies to help it understand more about how the web site is used and to provide you with a more personalised web service by, for example, remembering which pages you have visited, and helping you navigate between sections.
:: If you do not wish to receive cookies you can easily modify your web browser to refuse cookies or to notify you when you receive a new cookie. However, you may not be able to use all the interactive features of the web site if cookies are disabled and we recommend that you leave them switched on.
:: It is easy to control or delete cookies. For more information about cookies and instructions on how to stop cookies being installed on your browser, visit www.allaboutcookies.org/manage-cookies or www.aboutcookies.org.
:: By using the Location Works web site you agree to accept our cookie policy and agree to make your own arrangements to modify your web browser to refuse cookies, or to notify you when you receive a new cookie.
:: Location Works may change this cookie policy from time to time. It is your responsibility to check our cookie policy regularly. You will be deemed to have accepted any amendments to the cookie policy if you continue to make use of the web site after a change to the cookie policy has been made.

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