



Terms & Conditions ("Terms")

These Terms are the terms and conditions which we provide you with access to *the source*, an online database ("*the source*"). *The source* is currently located at www.em-media.org.uk.

the source database is operated in the United Kingdom by EM Media ("EM Media", "us" or "we"), a company limited by guarantee. Registration number 4291050. If you do not agree with these Terms, do not use *the source*.

In these Terms, references to "members" are references to third parties who have a listing on *the source*.

1. Getting listed on *the source*

1.1 Crew based in the East Midlands and people representing, or owning, locations and facilities within the East Midlands are eligible to list themselves on *the source*. EM Media, in its sole discretion, is responsible for deciding if you are eligible to list yourself on *the source*, and reserves the right to refuse any application for a listing.

1.2 For crew, an optional annual fee is available which provides text alerts and concessionary tickets at cinemas in the region ("Enhanced Service"). The additional terms and conditions in clause 11 below apply to the Enhanced Service.

1.2 You must complete your registration details as accurately as possible. You should notify us of any changes to your personal details. If we become aware that you are not using your real name on *the source*, we reserve the right to end your listing with immediate effect.

1.3 Location and facilities listings on *the source* may only be requested by people with the ability to offer either the location for filming or the services of the facility. Any misrepresented locations or facilities will be removed from *the source*. By listing a location or facility on the source, you warrant and represent that you are entitled to offer that location for filming or the services of the facility.

2. Fees, Advertising and Renewals

2.1 We may from time to time make advertising space available on the source for those with locations or facilities. To take advantage of the advertising on offer the location or facility must already be listed on *the source*. Fees and additional terms and conditions may apply to such advertising.

2.2. Payment of fees for advertising will be on the terms set out in the invoice(s) sent to you by EM Media.

2.4 Before your enhanced listing or advertising package expires we will remind you to renew for a further 12 month period in the case of crew enhanced listings and the appropriate time for advertising packages. If you tell us that you don't want to renew or payment is not received by the due date your enhanced listing or advertising will be removed from *the source*.

2.5 If you purchase the Enhanced Service or take out advertising on *the source* in your capacity as an individual (as opposed to a business), you have the right to cancel your enhanced listing or advertising request within 7 days. If you do wish to cancel within 7 days you should contact us via locations@em-media.org.uk.

2.6 Except where clause 2.6 applies, if at any time after that you wish to (a) cancel your subscription to the Enhanced Service within the 12 month period or (b) cancel your advertising on the source before the end of the advertising period, refunds will only be made at our discretion. We are under no obligation to refund fees.

3. Content of Listings and Postings

3.1 By registering for a crew listing or banner and/or button advertising on *the source*, you are agreeing to allow EM Media to publish its contents on *the source*, and such listing/advertising may be publicly accessible.

3.2 You may not post anything on *the source* that contains any offensive language or anything which is considered by us to be obscene, threatening, harassing or defamatory or otherwise unlawful.

3.3 In particular, you must not use *the source* for any illegal or unlawful purpose including posting anything that is fraudulent, inaccurate, incomplete, false or misleading. You must not impersonate any person, group company or entity. In the event that we are made aware of any such posting we reserve the right to remove your posting and cancel your membership of *the source*, without liability to you.3.4 EM Media is committed to equal opportunities for all crew, regardless of race, gender, sexual orientation, age or religion. We will not tolerate any form of abusive language in postings or in emails sent to other crew listed on *the source*, in particular when it could be considered to work against our commitment to equality. If we consider that you have been abusive on the source, we reserve the right to remove your listing and cancel your membership of *the source*, without liability to you.

4. Intellectual Property Rights

4.1 You acknowledge that EM Media owns all the intellectual property rights to *the source* and that any reproduction, distribution or publication of any content is prohibited without the express written consent of EM Media. In order to get our consent you should email locations@em-media.org.uk.

4.2 You grant us a perpetual, irrevocable, royalty-free licence to reproduce your listing/posting/advertising (as applicable) on *the source*. You warrant and represent that you have the right to grant the licence in this clause.

5. EM Media's Commitment

5.1 EM Media will use reasonable efforts to maintain *the source* in a fully operational mode but we cannot guarantee continued or uninterrupted operation of the service or that it will be always be error free.

6. Liability and Indemnity

6.1 EM Media does not endorse or recommend any listing or advertising on *the source* and you acknowledge that EM Media cannot be liable for your dealings with any advertiser or anyone who has a listing on *the source*. It is up to you to check out people and companies you are put in touch with through use of and/or appearance on *the source*.

6.2 *the source* is operated on an 'as is' basis without warranties of any kind either express or implied. Subject to clause 6.3, EM Media shall not be liable for any indirect, incidental, special or consequential damages arising out of the use of *the source* or inability to use *the source*. EM Media offers no guarantee of securing work or income through the creation of listings, enhanced listings or advertising appearing on *the source* and/or on EM Media's website.

6.3 In relation to claims arising out or connected with advertising on the source and/or the Enhanced Service, our maximum liability shall be the greater of (a) £200; (b) the fees paid by you for the advertising/Enhanced Service (as applicable) in the 12 months before the claim arose.

6.4 Nothing in these Terms limits EM Media's liability for death or personal injury resulting from our negligence or any other liability which may not by law be excluded.

6.5 You are responsible for your own listing (or any person accessing your listing on your behalf) and you agree to indemnify EM Media in respect of any losses, expenses, damages and costs, including any legal fees resulting from: (a) any breach by you of these terms, (b) any infringement of copyright or other intellectual property rights in material posted by you, (c) any other wrongful use of the service.

7. Termination

7.1 We reserve the right to terminate your membership of *the source* (or to suspend, restrict, or attach conditions to your listing and access to *the source*) for any reason whatsoever. EM Media may terminate any listing entirely at its own discretion.

7.2 In the event of termination (or suspension or restriction) for you being in breach of these Terms, no refunds will be payable.

8. Marketing & Personal Information

8.1 You should be aware that we do reserve the right to use your email address for the purposes of what we in our absolute discretion consider to be marketing which is relevant to the crewing needs of production companies. In subscribing for the service you expressly consent to your email address and other contact details being included in EM Media's mailing lists. If at any time you object to the use of your email address in this way you should contact us at locations@em-media.org.uk stating the address you want to be removed.

8.2 Specifically, we will use the personal data you submit or post to *the source* for the following:

- Invitations to EM Media events, EM Media co-hosted events or regional events we feel are suitable and/or of interest. Contact will be via email in the main, but we may also use SMS text messages.
- Statistical purposes – for example, a regional breakdown of crew in terms of gender, location, age. EM Media will either commission any such research or be contacted by external agencies for this type of information.
- Contact details for registered locations, crew and facilities will be made available to Production companies, Location Managers, Locations Scouts etc. who have registered a project on the source. EM Media staff will be informed when a project is registered on the source and will follow up with a phone call to verify you and the project.

8.3 Our general [Privacy Policy](#) also applies to our processing of your personal information for *the source*.

8.4 You have the right to ask for a copy of any personal information EM Media holds about you. See EM Media's website for further details.

9. General Matters

9.1 You must not engage in harvesting or otherwise collecting information including email addresses about other members of *the source*.

9.3 You agree to discontinue any communication with any member of the Service if that person so requests. In other words, it is unacceptable behaviour for you to harass another member.

9.4 EM Media can amend or modify these Terms at any time by notifying you by email. The amendments will take effect from the date of the email, unless the email states a specific date on which the changes take effect.

9.5 If any of these terms and conditions are found to be invalid or unenforceable, the remainder of the Terms shall continue in full force and effect.

9.6 You cannot change the ownership of your listing on *the source* without our agreement.

9.7 In the event that *the source* displays or advertises promotions, services or products which are offered by other parties or other individual members and you take advantage of such offers then your contractual relationship is with that third party.

9.8 We reserve the right to change the location of *the source* at any time.

9.9 We shall not be liable to you by reason of any failure or delay in performing any of our obligations under this Agreement if the failure or delay was due to any cause beyond our reasonable control.

9.12 Persons who are not a party to this Agreement shall not have any rights under this Agreement.

9.11 These Terms and your use of the Source are governed by English Law and you agree to submit to the jurisdiction of the English courts.

10. Additional Terms Applying to the Enhanced Service

10.1 The Enhanced Service shall include such facilities as EM Media states it to include, on *the source* from time to time.

10.2 To subscribe to the Enhanced Service, you must already be a member of *the source*.

10.3 An annual fee is payable for the Enhanced Service. You will be made aware of the annual fee and the method of payment before each annual renewal.

10.4 A subscription to the Enhanced Service lasts for a period of 12 months.

10.5 If you do not wish to pay the renewal fee at the end of the current 12 month period, by the method(s) of payment accepted by EM Media, your subscription ends.

10.5 Separate terms & conditions (which EM Media shall issue to you if you apply for the Enhanced Service) shall apply to the concessionary cinema tickets scheme that forms part of the Enhanced Service.

EM Media - Location Services

35-37 St Mary's Gate, Nottingham NG1 1PU

t: +44 (0)115 34 9090

f: +44 (0)115 950 0988

e: locations@em-media.org.uk