
Content contributor / uploader terms & conditions

Please read these terms and conditions carefully. The following are the Terms and Conditions for uploading videos to our website and all linked pages ("Website") and the use of this service. By uploading a video file to www.OneBoroughLive.co.uk, you agree to accept the Terms and conditions.

Terms & Conditions

1. You can upload video content you have created ("Content") by submitting through our web form. The London Borough of Barking and Dagenham ("the Council") is not liable for technical, hardware, or software failures of any kind or lost, inconsistent or unavailable network connections that may limit or prohibit Content being uploaded
2. By uploading video content you confirm that it is your own work and agree to abide by these terms and conditions together with our website terms of use, which also apply and which should be read in conjunction with these upload terms and conditions.
3. We *may* use any Content you upload, but we cannot guarantee that all Content uploaded for submission will be uploaded to our Website.
4. All people filmed by yourself must have given permission. Any children under the age of 18 require written parental consent. It is your responsibility to ensure this is adhered to.
5. You undertake that prior to uploading any Content to our Website you will get permission, including any assignments, waivers, licences, rights, consents, and permissions ("Permissions") in respect of anyone else's rights in or to the Content (including, without limitation, all intellectual property rights, moral rights, performance rights (which include any music used in your video) rights to privacy, image rights and publicity rights), which give you (and us, relying on your agreement to these terms and conditions) the right to immediately use, publish, reproduce, distribute, produce derivative works of, edit, perform, display and broadcast the uploaded Content in any media formats and through any media channels without liability to any third party. The Council reserves the right to require proof that necessary Permissions have been given and you agree, on request to provide written evidence of those Permissions (including parental consent if necessary) and perform such acts as the Council may reasonably require for the purpose of giving full effect to this agreement.
6. You agree that you will not upload any Content which is illegal, defamatory, obscene, incites prejudice or hatred or which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for us to use or to hold.
7. You warrant that you are legally entitled to post the material in question and to grant to us the license referred to in paragraph 8 below.
8. When you upload or post Content to our Website, you:
 - a. Grant to us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license) to use, publish, reproduce, distribute, produce derivative works of, display, broadcast and perform the Content in part or as

- a whole, in any media formats and through any media channels without liability (save as specifically hereinafter provided) or acknowledgement to you;
- b. Grant us the right to issue publicity concerning the contribution and any programme in which it may be included and for such purpose to use and reproduce your name and photograph and recordings and/or copies of any description of the contribution; and
 - c. Waive all moral rights in the Content

9. You warrant that any Content uploaded by you shall fully comply with these terms and conditions, and you will be liable to us and indemnify us against all and any costs, claims, expenses and liabilities (including without limitation, legal fees and any sums paid on the Contributing user sounds better to me – is this ok advice of Counsel) for any breach of that warranty. If you are a consumer user, this means you will take the place of the Council, if the Council would otherwise suffer or might suffer any loss or damage as a result of you uploading your video other than in accordance with these terms and conditions. If you are in any doubt about your Content or whether or not you have the necessary permission and consents, then you should not upload it.

10. We shall be entitled to disclose your identity to any third party who claims that any Content uploaded by you infringes their rights.

11. This agreement may be freely assigned or licensed by us. This agreement shall be governed by and constructed in accordance with English Law.

I have read, understand and agree with every provision of this contract, and by uploading the video hereby certify that I accept and agree to abide by them and that I am competent and legally qualified to enter in to such a contract.