

## LICENCE FOR THE SUBMISSION AND USE OF PHOTOGRAPHS AND/OR VIDEO FOOTAGE WITH HIGHWAYS ENGLAND

The parties to this Licence (the “**Licence**”) are **Highways England Company Limited** (Company Number 09346363), whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ, which is the wholly government-owned company responsible for modernising, maintaining and operating England’s motorways and major A roads (referred to throughout as “**Highways England**”), and

**[Name of individual]** of [insert individuals address]  
(referred to throughout as the “**Owner**”)

### **Background:**

- (A) The Parties have agreed to enter into this Licence for the submission and use of photographs (the “**Photographs**”) and/or video footage (the “**Video Footage**”) capturing memories of the Holy Trinity area (the “**Holy Trinity Area**”), which is located on the A63 Castle Street, Hull.
- (B) The Photographs and/or Video Footage taken by the Owner will be collated and re-produced by Highways England into a film which is designed to capture public memories of the Holy Trinity Area (the “**Film**”).
- (C) The rules for submitting the Photographs and/or Video Footage are set out at clause 7 below.

### **1. Grant of Licence**

In consideration of the opportunity to produce the Film, the Owner grants to Highways England a sole Licence to use the **Photographs and/or Video Footage** for five years.

### **2. Owners Warranties (i.e promises)**

2.1 The Owner warrants that:

- (a) they are the sole owner of the Photograph and/or Video Footage and they have full authority to enter into this licence; and
- (b) the Photographs and/or Video Footage does not incorporate any material that breaches the copyright or any other rights of any third party.

### **3. Use of material**

The copyright and all other rights in the Photographs and/or Video Footage will be owned by the Owner and may be fully exploited by Highways England for the sole purpose of producing, reproducing, reshowing and allowing third parties to reshow the Film.

#### **4. Confidentiality and Data Protection**

4.1 The Photographs and/or Video Footage/images of people are considered to be personal data and are covered by data protection legislation (General Data Protection Regulation (GDPR)).

4.2 Highways England will therefore observe all statutory and common law restrictions in relation to the use of personal data and confidential information. In particular, Highways England shall obtain a written record of consent from any individuals who may appear in the Photographs and/or Video Footage.

4.3 Where any individuals are clearly identifiable in the Photographs and/or Video Footage, a consent form must be signed by those individuals giving their permission for any Photographs and/or Video Footage in which they appear.

4.4 The consent form should be stored alongside the Photograph and/or Video Footage for as long as the image/recording is retained; and it must state clearly what the use of the Photographs and/or Video Footage will be.

4.5 Highways England will limit access to information to those of its employees and sub-contractors who reasonably and necessarily require access to such information in connection with the making of the Film and Highways England will inform each such employee and sub-contractor of the duty of confidentiality imposed by this clause.

#### **5. Termination**

If any of these conditions are breached by either party then either party, may terminate this Licence at any time and for whatever reason without notice if events dictate.

#### **6. Miscellaneous**

6.1 Notwithstanding termination of this Licence Highways England will remain entitled to all rights (including any intellectual property rights) in the Film.

6.2 The parties to this Licence do not intend that any term of this Licence should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Licence.

6.3 This Licence shall be construed under and governed by the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.

## 7. Rules for submitting the Photographs and/or Video Footage

7.1 By submitting your pictures, videos and snippets you hereby accept the terms and conditions.

7.2 It is free to submit and all submissions must be made by Friday 26 March 23:59.

7.3 Personal data collected will only be retained by Highways England until the video has been produced. Under the GDPR regulations you have the right to request the following information from us:

1. Right of access to the data (Subject Access Request).
2. Right for the rectification of errors.
3. Right to erasure of personal data – this is not an absolute right under the legislation.
4. Right to restrict processing or to object to processing.
5. Right to data portability.

If, at any point, Highways England plans to process the personal data we hold for a purpose other than that for which it was originally collected, we will provide you with information about what that other purpose is. This will be done prior to any further processing taking place. The extra information will include any relevant further information as referred to above, including the right to object to that further processing. You have the right to lodge a complaint with the supervisory authority, the Information Commissioners Office. If you'd like more information about how we manage data, or a copy of our privacy notice, please contact: [DataProtectionAdvice@Highwaysengland.co.uk](mailto:DataProtectionAdvice@Highwaysengland.co.uk)

7.4 To submit your pictures, videos and snippets please send them to [A63CastleStreet.Hull@Highwaysengland.co.uk](mailto:A63CastleStreet.Hull@Highwaysengland.co.uk) along with your name and contact details on the terms and conditions form.

7.5 Images should be no smaller than 1MB and no larger than 5MB. Images should be JPEG files.

7.6 Videos should be sent via WeTransfer to the above email address.

7.7 We will only accept Videos and Pictures from those over the age of 18.

Signed on behalf of Highways England Company Limited by

\_\_\_\_\_ [Print name]

Date \_\_\_\_\_

Signed on behalf of the Owner by

\_\_\_\_\_ [Print name]

Date \_\_\_\_\_