



## **TERMS AND CONDITIONS: FILMING AND PHOTOGRAPHY LICENCE**

- 2 The Licensor and Licensee agree that the Location may be used for the purposes as set out in this Licence and the accompanying top sheet and the “Film Office: Terms & Conditions: Street Filming”, subject to the following terms and conditions.

### **3 PAYMENT TERMS/LICENCE PERIOD**

- 3.1 The Licensee shall pay Film Office the Location Hire Fee prior to the start of the Licence Period.
- 3.2 Unless agreed otherwise in advance, the Licensee agrees that an additional charge of 50% of the Location Hire Fee will be levied on all late payments.
- 3.3 The Location Hire Fee and any other charges under this Licence are subject to VAT.
- 3.4 Other charges and fees will be invoiced after the end of the Licence Period and payment terms on such invoices are 14 days from the date of the invoice.
- 3.5 The Licensee agrees to pay for all outgoings such as gas, electricity or water charges which are in addition to those typically used by the Licensor during the Licence Period. All such charges are subject to VAT at the appropriate rate.
- 3.6 If requested, the Licensee must pay a security deposit to Film Office prior to the start of the Licence Period: this will be returned in full within seven days of the end of the Licence Period, provided that the Licensee has complied with all of its obligations under the terms and conditions of this Licence. Film Office will confirm the amount required for a security deposit with the Licensee prior to the Licence Period after confirmation of Licensee’s requirements.
- 3.7 The Licensee may give Film Office notice of cancellation of this Licence at any time prior to the start of the Licence Period in accordance with the provisions of this clause. If the Licensee cancels the Filming more than 48 hours prior to the start of the Licence Period, the Licensee shall pay 50% of the Location Hire Fee and if the Licensee cancels the Filming less than 48 hours prior to the start of the Licence Period, the Licensee shall pay 100% of the Location Hire Fee. The Licensee also agrees to pay for any work carried out by the Licensor’s employees, contractors or agents in preparation for the use by the Licensee of the Location up to the date of cancellation.
- 3.8 The Licensee agrees to pay for any additional time to that normally utilised by employees, contractors or agents of the Licensor as a direct result of their Filming.
- 3.9 Should the Licensee’s occupation of the Location exceed the agreed Licence Period, the Licensee shall become liable for an additional charge for every additional hour or part thereof that they remain at the Location on a pro rata basis plus 50% or £100 per hour, whichever is the greater.
- 3.10 Film Office may terminate the Licence at any time upon notice to the Licensee if it appears that the Licensee or its employees, contractors or agents (“Third Parties”) have breached any of the terms and conditions of this Licence. Such termination is

without prejudice to any right of action or remedy by Film Office or the Licensor in respect of any breach of the terms and conditions of this Licence by the Licensee.

- 3.11 The Licensor and Film Office reserves the right to immediately stop, prevent or restrict the Filming carried out by the Licensee or Third Parties which in the opinion of the Licensor or its employees, contractors or agents or Film Office endangers the safety of personnel at the Location, the integrity of the Location or the Location's contents or structure.
- 3.12 The Licensor agrees that the Licensee shall have the right to represent the Location as any real or fictional place according to the requirements of the Filming provided that neither the Licensor nor the Location are identified, unless permission is expressly given in writing.

#### **4 OBLIGATIONS OF THE LICENSEE**

- 4.1 The Licensee agrees to ensure that all necessary permissions and consents are in place to use the Location for Filming prior to the start of the Licence Period. The Licensee agrees to comply with all requirements of any local or other authority under the provisions of any statute, statutory instrument, byelaw, regulation or order.
- 4.2 The Licensee agrees not to use the Location in such way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to other occupiers of the Location or adjoining neighbouring premises.
- 4.3 It is the Licensee's responsibility to make all Third Parties entering into the Location aware of the terms and conditions of this Licence and the Licensee shall ensure the Third Parties' compliance with such terms and conditions.
- 4.4 The Licensor gives no warranty to insure the premises legally or physically fit for any specific purpose.
- 4.5 The Licensor shall not be liable for damage to any property or for any losses claims demands actions, proceedings damages, costs, or expenses or other liability incurred by the Licensee or Third Parties in the exercise or purported exercise of the rights granted by this Licence.
- 4.6 The Licensee agrees to indemnify and keep indemnified the Licensor and Film Office from and against all loss, damage, injury, liability, costs (including reasonable legal costs), claims or demands or proceedings arising out of or in connection with the use of the Location by the Licensee.
- 4.7 The Licensee confirms that it will take out a comprehensive insurance policy for the Filming at the Location, including adequate public liability insurance for injury or death of any individual.
- 4.8 The Licensee agrees that neither the payment of the Location Hire Fee nor any demand for payment of it, nor the fact that the amount of the Location Hire Fee is calculated by reference to a period shall create or cause the Licence Period to become a periodic tenancy.
- 4.9 The Licensee agrees not to sell or allow any intoxicating liquor at the Location.
- 4.10 The Licensee or Third Parties must recognise and comply with their duties under health and safety law. The Licensee or Third Parties must ensure that they comply with their legal duties to eliminate or reduce the risk from their work. The Licensee or Third Parties must define responsibilities and duties, have a system for managing health and safety and provide a risk assessment on request to Film Office. The Licensee or Third Parties must assess and manage risks. The Licensee or Third Parties must regularly

review the process and procedures for managing risk. Health and safety legislation applies to all work activities in the UK, whether conducted by UK nationals or foreigners, even if they are not being paid. Legal duties under health and safety law cannot be delegated.

Statutory Obligations of the Licensee or Third Parties:

- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Management of Health and Safety at Work (Amendment) 2006
- Fire Precaution (Workplace) Regulations 1999
- The Corporate Manslaughter and Corporate Homicide Act 2007

- 4.11 The Licensee and the Third Parties using temporary electrical systems over 6kVA are required to complete a BS 7909 certificate on the day of the shoot. The certification must be carried out by a qualified and competent electrician. A Senior Person Responsible (SPR, as defined in BS 7909) must be appointed by the Licensee to oversee and manage all electrical safety during the shoot. The contact details of the SPR must be made available to Film Office prior to Filming taking place.

In signing this agreement, The Licensee and the Third Parties take responsibility for following BS 7909 guidelines and carrying out BS 7909 certification. Film Office may request a copy of the completion certificates for their own records.

The Licensee and the Third Parties must ensure that they are working electrically safe (Electricity at Work Regulations 1989; 'EaWR'). The Licensee and the Third Parties must ensure that the equipment used at the Location is electrically safe (Provision and Use of Work Equipment Regulations 1998, 'PUWER').

The Licensee and the Third Parties are responsible for ensuring that all electrical equipment will conform to Portable Appliance Testing (PAT) Regulations and electrical work complies with British Standard BS 7671 & BS 7909.

## **5 CARE OF THE LOCATION**

- 5.1 The Licensee and the Third Parties shall not make any structural or non structural alterations to the Location nor attach fixtures and fittings to the Location which may cause damage, other than as expressly approved in writing by Film Office or the Licensor.
- 5.2 The Licensee agrees to keep the Location in a clean and tidy condition and not to block any access to any part of the Location and shall remove all of the Licensee's and Third Parties' furniture, equipment, goods and chattels at the end of the Licence Period.
- 5.3 The Licensee will be responsible for:
- i Making good any damage arising from the use of the Location at their own expense. Should this not be carried out within seven days of the end of the Licence Period and to the Licensor's and Film Office's complete satisfaction, the Licensor / Film Office reserves the right to carry out the required works themselves and charge the Licensee in full for this accordingly.
  - ii Leaving the Location in a clean and tidy condition: a penalty of the cost of the cleaning will be charged should the Licensee fail to clean up the Location to a satisfactory standard.
  - iii Ensuring that the Location is left safe and secure at all time during the Licence Period.

- iv Removing all items and equipment of whatever nature brought into the Location by the Licensee or the Third Parties: storage or disposal charges will be charged where the Licensee or the Third Parties leaves equipment and/or rubbish behind without prior arrangement.
- 5.4 All set-building is to be expressly agreed in writing prior to the start of the Licence Period with Film Office. No sets are to interfere with the structure of the Location. A programme of re-instatement after the Filming is to be agreed with Film Office prior to the start of the Licence Period. Should the Licensee not carry out this programme of re-instatement, or make arrangements for it to be done, the Licensor / Film Office will carry out the work and the Licensee will be liable for the full cost thereof.
- 5.5 If required an inventory of all objects belonging to the Licensor at the Location will be taken before and after the Licence Period and their condition noted. In addition, a schedule of condition of the Location will be prepared prior to access of the Licensee and signed by the Licensee. Any items belonging to the Licensor which are not required for the Licence Period will be removed by the Licensee and stored safely in an agreed place.
- 5.6 Any items requiring specialist handling may only be removed by nominated qualified personnel and the same personnel will also carry out any re-instatement of such items.
- 5.7 Any alarm system may not be turned off or in any way disabled by the Licensee or the Third Parties unless there is a permanent security appropriate presence at the Location while it is out of action and with express written permission from the Licensor / Film Office. If the security system is to be disabled a qualified specialist must be used both to achieve this and to re-instate afterwards.
- 5.8 The Licensor will allow the Licensee to use the accesses of the Location for the purpose of bringing equipment to the Location on condition that these accesses are kept locked at all other times to ensure security of the Location.
- 5.9 No objects belonging to the Licensor are to be used on set without the Licensor's / Film Office's express written permission. Any items borrowed are for set dressing only: they must not be used e.g. filled with liquid or food, treated with surface substances or placed near heat or steam, without the Licensor's / Film Office's express permission.
- 5.10 No narrow or spike heeled shoes are to be worn at any time on wooden floors at the Location. The floors are to be adequately protected at all times. Boards should be used under camera dollies and tripod feet to spread the weight.
- 5.11 There is to be an absolute NO SMOKING rule at the Location at all times unless this forms part of the action of the Filming, in which case cigarettes etc are to be extinguished between takes. The use of smoke machines must be cleared with the Licensor / Film Office in advance of their use at the Location.
- 5.12 Eating and drinking at the Location must be confined to designated areas agreed with the Licensor / Film Office. No food and drink will be consumed elsewhere at the Location save that required by the action of the Filming.
- 5.13 All litter is to be bagged, removed from the Location and disposed of responsibly at the end of the Licence Period or on a daily basis if the shoot is to be longer than two days. The cost of this will be borne by the Licensee.
- 5.14 The Licensee will return all keys to the Location that may have been issued to their nominated representative at the expiry of the Licence Period or sooner if it is terminated.
- 5.15 The Licensee and the Third Parties shall not interfere with any rights of access or entry or the free right of passage of the Licensor or its employees, contractors, agents or

members of the public on any part of the Location, other than is specifically permitted in writing by the Licensor. The Licensee and the Third Parties shall behave in a polite and considerate manner at all times. The Licensee will inform residents and businesses in the immediate vicinity of their intentions and shall inconvenience them as little as possible. Necessary consultation processes will be confirmed by Film Office prior to the Licence Period.

- 5.16 The Licensee is responsible for the insurance and security of all their cameras, equipment and vehicles etc and those of the Third Parties. The Licensor / Film Office will accept no liability of any kind in respect of any loss or damage.
- 5.17 Parking at the Location may only be used by the Licensee upon express prior written agreement of the Licensor / Film Office.
- 5.18 The Licensee agrees that:
- i In the event that sound playback is required to be used, permission from the Licensor / Film Office must be given prior to the Licence Period.
  - ii If exterior lighting is being directed at the Location, this will be done so as to prevent any bounce back of light that would disturb the local residents or businesses and this may be subject to planning permission.
- 5.19 The Licensee agrees to permit the Licensor / Film Office to take film or photographs for internal and promotional purposes. The Licensee may use any Filming in accordance with this Licence and for the purposes of the Production and for no other purpose whatsoever.

## **6 RELEASE**

Subject to full performance by the Licensee of its obligations under this Licence, the Licensor and Film Office agrees that the Licensee shall own exclusively the copyright and all other rights in the Filming at the Location ("Recordings") and (without prejudice to the generality of the foregoing) the Licensee shall be entitled to include or not to include the Recordings (or any part of them) in any film, television programme or other broadcast, any publicity, advertising, book publishing, merchandise or other works ("Works") and to exhibit, broadcast, exploit, market, publicise, advertise and distribute the Works by any and all means and in any and all media (whether now known or hereafter invented) throughout the world for the full period of copyright including any extensions, revivals, reversions or renewals thereof and thereafter, in so far as possible, in perpetuity. The Licensee shall not use the Filming from or connected to the Location for any product endorsement, nor for any illegal purpose or in any way that would bring the Licensor or Film Office into disrepute.

## **7 GENERAL**

- 7.1 This Licence shall terminate (without prejudice to the Licensor's or Film Office's rights and remedies) immediately upon notice given by the Licensor or Film Office at any time following a breach by the Licensee of any term of this Licence.
- 7.2 The Licensee may not assign this Licence or the rights granted under it in whole or in part.
- 7.3 Neither the Licensor nor Film Office shall be liable for any damage to any property or equipment or for any losses, claims, demands, actions, proceedings, damages, costs, or expenses or other liability incurred by the Licensee or the Third Parties arising from their use of the Location for the Filming.

- 7.4 This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 7.5 No one other than a party to this Licence and the Licensor, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 7.6 If any dispute arises in connection with this Licence, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. This Licence shall be construed in accordance with and governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.