



TERMS AND CONDITIONS: FILMING AND PHOTOGRAPHY LICENCE

- 2 The Licensor and Licensee agree that the Location may be used for the purposes of 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 no later than the date specified in Clause 1.4, time for payment being of the essence.
- 3.2 Unless agreed otherwise in advance, the Licensee agrees that interest shall accrue on any late payment at a rate of 8% above the base rate of Barclays Bank plc.
- 3.3 The Location Hire Fee and any other charges under this Licence are subject to VAT.
- 3.4 Other charges and fees, including but not limited to those set out in Clauses 3.5 and 3.6 below, will be invoiced after the end of the Licence Period and the Licensee shall make such payment to Film Office within 14 days from the date of the invoice sent by Film Office.
- 3.5 The Licensee agrees to pay for all outgoings such as gas, electricity and water charges that are incurred by the Licensor during the Licence Period in excess of the charges typically incurred by the Licensor. All such charges are subject to VAT at the appropriate rate.
- 3.6 The Licensee agrees to pay for any additional costs incurred by the Licensor to engage personnel in connection with the Filming, including to prepare the Location for use by the Licensee, and any legal costs incurred by the Licensor as a result of negotiation with the Licensee of the terms of this Licence.
- 3.7 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 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 in connection with Filming at the Location.
- 3.8 The Licensee may give Film Office notice of cancellation of Filming 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 7 days 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 7 days or less 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 costs incurred by the Licensor in connection with the Filming at the Location up to the date of cancellation (including without limitation any personnel costs and legal costs).
- 3.9 Should the Licensee or any Third Parties (as defined below) or any property belonging to any of them remain at the Location after the Licence Period, the Licensee shall become liable for an additional charge for every additional hour or part thereof that the Licensee or any Third Parties, or such property, as relevant, remain at the Location calculated on a pro rata basis based on the Location Hire Fee, plus an additional 50% of the relevant hourly fee per hour or £100 per hour, whichever is the greater.

- 3.10 The parties agree that the charges detailed in Clauses 3.8 and 3.9 represent a genuine and reasonable pre-estimate of the Licensor's loss in the given circumstances.
- 3.11 The Licensor and/or Film Office may terminate the Licence at any time upon notice to the Licensee if it appears that the Licensee or its employees, contractors, agents or any person or entity for whom the Licensee is responsible or invites onto the Location ("Third Parties") have materially breached any term of this Licence, provided that (if such breach is curable) prior to such termination the Licensor and/or Film Office shall notify the Licensee of any such material breach and the Licensee shall be accorded twenty four (24) hours (reduce to one (1) hour in the event of imminent threat to injury or property damage or disruption to business operations) to remedy the breach, and provided that such breach is so remedied, the Licensor and/or Film Office may not terminate the Licence. Any repeated minor breach shall be deemed an irremediable material breach. Such termination is without prejudice to Film Office's right to receive the full Location Hire Fee and all other costs due hereunder and to any right of action or remedy that the Licensor and/or Film Office may have in respect of any breach of this Licence by the Licensee or any Third Parties. Notwithstanding any such termination, the Licensee shall retain all rights in the Recordings in accordance with Clause 6.
- 3.12 The Licensor shall provide only those services, utilities and facilities as are specified in the Licence or otherwise agreed between the parties. Neither the Licensor nor Film Office shall be liable for any failure or interruption of any services, or for any failure of any utilities or facilities to be in proper or working order where any such failure or interruption is caused by:
- 3.12.1 necessary repair, replacement or maintenance of installations or apparatus;
 - 3.12.2 damage to or destruction of them, mechanical, electrical or other defects or breakdowns, frost or other inclement conditions;
 - 3.12.3 shortage of fuel, materials, water or labour; or
 - 3.12.4 anything beyond the Licensor or Film Office's control.
- 3.13 The Licensor and/or Film Office reserve 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, agents and/or Film Office (acting reasonably) endangers the safety of persons at the Location or the Location's contents or structure.
- 3.14 The Licensor and Film Office agree that the Licensee shall have the right to represent the Location as any real (other than as the actual Location) or fictional place according to the requirements of the Filming provided that neither the Licensor nor the Location is credited, unless permission is expressly given in writing.

4 OBLIGATIONS OF THE LICENSEE AND LIABILITY

- 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 warrants and represents that it has obtained all necessary clearances and consents in respect of all material it intends to use in the Production and anyone appearing in or involved in the Filming. The Licensee agrees to comply at all times with all applicable laws and the 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 a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to other occupiers of

the Location or adjoining neighbouring premises. The Licensee agrees not to use the Recordings out of the context represented to the Licensor and/or Film Office.

- 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 and shall be primarily liable for any breach or failure thereof by Third Parties.
- 4.4 The Licensor and/or Film Office give no warranty that the Location or any part of it is safe or legally or physically fit for any specific purpose and the Licensee agrees to conduct its own investigation into the safety and adequacy of the Location for its purposes.
- 4.5 The Licensor and/or Film Office 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, save to the extent that any such loss, claim, demand, action, proceeding, damage, cost, expense or liability arises from the negligence, wilful misconduct or breach of this Licence by the Licensor and/or Film Office.
- 4.6 The Licensee agrees to indemnify and keep indemnified the Licensor and Film Office (and their officers, employees and agents) from and against any and all losses, damages, injury, liabilities, costs (including reasonable legal costs), claims, threatened claims, demands and proceedings arising out of or in connection with: (i) the use of the Location by the Licensee; (ii) any claim or threatened claim for injury to any person or damage to any property; (iii) any breach of third party rights, including without limitation intellectual property rights, defamation, breach of confidentiality and breach of privacy; (iv) any damage to the Location and/or its contents; and (v) any breach by the Licensee or any Third Parties of any term of this Licence, save to the extent that any such loss, damage, injury, liability, cost, claim or demand and/or proceeding arises solely from the negligence, wilful misconduct or breach of this Licence by the Licensor and/or Film Office.
- 4.7 Neither the Licensor nor Film Office shall be liable to the Licensee in contract, tort or otherwise (including any liability for any negligent act or omission) for any special, indirect or consequential losses.
- 4.8 Subject to Clause 4.9 below, the maximum total liability of the Licensor and Film Office in contract, tort or otherwise (including without limitation any liability for negligence) will be limited to a sum equal to the Location Hire Fee.
- 4.9 Nothing in this Licence will exclude or restrict the Licensor's or Film Office's liability for death or personal injury or for any other matter which cannot be excluded or limited by law.
- 4.10 The Licensee confirms that it will maintain comprehensive insurance policies with a reputable first class insurance company for the Filming at the Location, including employer's liability insurance and public liability insurance (in each case with a limit of not less than £5 million pounds per occurrence) for property damage or injury or death, and will provide the Licensor and/or Film Office with a copy of its insurance certificates on request.



- 4.11 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.
- 4.12 The Licensee agrees not to sell or allow any intoxicating liquor at the Location.
- 4.13 The Licensee agrees not to use any hazardous or flammable materials not previously approved in writing by the Licensor or Film Office at the Location.
- 4.14 The Licensee agrees not to permit any stunts to be carried out at the Location unless the Licensor or Film Office has provided prior written approval.
- 4.15 The Licensee shall not bring or allow children under the age of 16 or animals onto the Location unless previously approved in writing by the Licensor or Film Office.
- 4.16 The Licensee must recognise and comply with its duties under health and safety law. The Licensee must ensure that it complies with its legal duties to eliminate or reduce the risk from its work. The Licensee 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 must assess and manage risks. The Licensee 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. The Licensee shall procure compliance by all Third Parties with this Clause 4.16.

The statutory obligations of the Licensee and Third Parties include (without limitation):

- Health and Safety at Work Act 1974
 - Management of Health and Safety at Work Regulations 1999
 - Management of Health and Safety at Work (Amendment) Regulations 2006
 - Fire Precautions (Workplace) Regulations 1999
 - The Corporate Manslaughter and Corporate Homicide Act 2007
- 4.17 The Licensee and Third Parties using temporary electrical systems over 6kVA are required to complete a BS 7909 certificate on the relevant day of Filming. A qualified and competent electrician must carry out the certification. 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 Filming. The contact details of the SPR must be made available to Film Office before the start of the Licence Period.

In signing this Licence, the Licensee takes responsibility for following BS 7909 guidelines and carrying out BS 7909 certification and procuring compliance by Third Parties with the same. Film Office may request a copy of the completion certificates for its own records.

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



The Licensee is 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.

- 4.18 The Licensor and/or Film Office may request copies of the Licensee's relevant risk assessments relating to the Filming. While the Licensor and/or Film Office may thereafter request that the Licensee re-submit such documentation, if considered to be insufficient, the responsibility for the compilation of such documentation remains solely with the Licensee, as well as the Licensee's other non-delegable duty to ensure that the Filming is carried out safely.
- 4.19 The Licensee will not use the Licensor's name or branding (including logos and trade marks) in the Recordings without the Licensor's or Film Office's prior written consent.
- 4.20 The Licensee shall use reasonable endeavours to provide the Licensor with a credit in the end titles of the Production, all aspects of such credit (including without limitation the position and size of type) to be at the Licensee's discretion.
- 4.21 Following the theatrical release of the Production, the Licensor and Film Office shall have the right to make reference to the Filming and the Production for the parties' respective promotional use, including without limitation on their respective websites, in press releases, or in "demo reels".
- 4.22 If the Recordings are incorporated into the Production, the Licensee shall use reasonable endeavours to provide each of the Licensor and Film Office with one copy of the DVD of the Production when commercially available.

5 CARE OF THE LOCATION

- 5.1 The Licensee agrees to observe at all times all reasonable directions, restrictions and conditions which the Licensor wishes to impose relating to the use of the Location.
- 5.2 The Licensee shall not, and shall ensure that Third Parties shall not, make any structural or non-structural alterations to the Location nor attach fixtures or fittings to the Location which may cause damage to the Location, other than as expressly approved in writing by the Licensor or Film Office.
- 5.3 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.
- 5.4 The Licensee will be responsible for:
 - i Repairing any damage to the Location, its content or fittings arising from the use of the Location at its own expense, provided that any repairs shall be subject to the Licensor's prior written approval and supervision. 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 and Film Office reserve the right to carry out the required works themselves and charge the Licensee the actual verifiable costs incurred by the Licensor and Film Office in connection with such repairs.
 - ii Leaving the Location in the same condition it was in before the Licence Period (except reasonable wear and tear where the Licence Periods is longer than 5

- days). The cost of the cleaning will be charged to the Licensee should the Licensee fail to clean up the Location to the Licensor's satisfaction.
- iii Ensuring that the Location is left safe and secure at all times during the Licence Period.
 - iv Removing all items and equipment of whatever nature brought into the Location by the Licensee or Third Parties: reasonable storage or disposal charges will be charged where the Licensee or Third Parties leave equipment behind without prior arrangement with the Licensor or Film Office.
 - v Removing and disposing responsibly of all litter from the Location at the end of the Licence Period or on a daily basis if the Licence Period is two days or longer, at the Licensee's expense.
- 5.5 All set building is to be expressly agreed in writing prior to the start of the Licence Period with the Licensor or Film Office. No sets are to interfere with the structure of the Location.
- 5.6 If deemed necessary by the Licensor, an inventory of all objects belonging to the Licensor at the Location will be taken before and after the Licence Period, at the Licensee's expense, and their condition noted. In addition, a schedule of condition of the Location will be prepared prior to the Location Period and signed by the Licensee. Any items belonging to the Licensor which are not required for the Filming, will, subject to the Licensor's approval and supervision, be removed by the Licensee at the Licensee's expense, and stored safely in a location to be agreed between the parties.
- 5.7 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.
- 5.8 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 only with express written permission from the Licensor or 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.
- 5.9 The Licensor and/or Film Office 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.
- 5.10 No objects belonging to the Licensor are to be used on set without the Licensor's or 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 or Film Office's express written permission.
- 5.11 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.
- 5.12 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 prior written permission is required and cigarettes etc. are to be extinguished between takes. The use of smoke machines must be cleared in writing with the Licensor and/or Film Office in advance of their use at the Location.



- 5.13 Eating and drinking at the Location must be confined to designated areas agreed with the Licensor or Film Office. No food and drink should be consumed elsewhere at the Location save that required in the course of Filming.
- 5.14 The Licensee will return all keys to the Location that may have been issued to its nominated representative at the expiry of the Licence Period or sooner if the Licence is terminated.
- 5.15 The Licensee shall not, and shall ensure that 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 or Film Office. The Licensee and 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 the Licensor or 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 Third Parties. Neither the Licensor nor Film Office will accept any liability in respect of any loss or damage to the foregoing.
- 5.17 Parking at the Location may only be used by the Licensee upon express prior written agreement of the Licensor or Film Office and may be subject to additional charge.
- 5.18 The Licensee agrees that employees, contractors or agents of the Licensor and/or Film Office may wish to enter the Location to show the site to various parties due to the fact that the Location is on the council's disposal register. Any such visits will be arranged at an agreed time with the Licensee.
- 5.19 The Licensee agrees that:
- i In the event that sound playback is required to be used, permission from the Licensor or Film Office must be given in writing 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.
- 5.20 The Licensee agrees to use reasonable endeavours to provide the Licensor and/or Film Office with a reasonable number of still photographs to use for internal and promotional purposes following commercial release of the Production. The Licensee may only use the Recordings in the Production and in the context of its exploitation, and for no other purpose whatsoever.

6 RELEASE

The Licensor and Film Office agree that the Licensee shall own exclusively the copyright and all other rights in and to all footages, recordings and still photographs, films and sound recordings recorded at, and/or incorporating any part of, the Location during the Licence Period and in accordance with the terms of this Licence ("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 the Production and to exhibit, broadcast, exploit, market, publicise, advertise and distribute the Production 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 Recordings in connection with any product endorsement, nor for any illegal purpose or in any way that is defamatory to the Licensor or Film Office, or that will or may bring the Licensor and/or Film Office into disrepute.

7 GENERAL

- 7.1 The Licensee may not assign this Licence or the rights granted under it in whole or in part, except the rights outlined in Clause 6.
- 7.2 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.
- 7.3 The written consent of Film Office, the Licensor and the Licensee is required to vary the terms of this Licence.
- 7.4 Each party to this Licence shall keep confidential and not disclose or permit disclosure of any other party's confidential information (including without limitation in connection with the Production) which become known as a result of this Licence.
- 7.5 Failure by any party to exercise any right or remedy under this Licence will not be deemed a waiver of that right or remedy. No waiver will be effective unless it is communicated to the other parties in writing.
- 7.6 Nothing in this Licence will be deemed to create or constitute a partnership or joint venture between the parties and no party will hold itself out as agent of the other.
- 7.7 If any provision of this Licence is held invalid, illegal or unenforceable for any reason by any court, such provision will be severed and the remainder of the provisions of the Licence will continue in full force and effect as if the Licence had been executed with the invalid, illegal or unenforceable provision removed.
- 7.8 The terms of this Licence shall prevail to the entire exclusion of any other express or implied conditions contained or referred to in any purchase order, letter or other document prepared by or on behalf of the Licensee.
- 7.9 No one other than a party to this Licence and the Licensor, its successors and permitted assignees, shall have any right to enforce any of its terms.
- 7.10 This Licence (and any non-contractual matter arising out of or in connection with it) 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.
- 7.11 In the event of any breach by Licensee of this Licence, the Licensor and/or Film Office shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution, advertising, distribution or other exploitation of the Production.
- 7.12 The Licensor confirms that Film Office is authorised to enter into and manage this Licence on behalf of the Licensor and that the rights and permissions granted herein reside with the Licensor.



- 7.13 The Licensor warrants, represents and agrees that the Licensor is the owner of the Location and has the right to grant the Licensee the right to use and occupy the Location and the rights herein granted.
- 7.14 Both parties are in an agreement known as a Licence and this Licence in no way represents a Lease.