



Terms and Conditions

1. DEFINITIONS

“Film” means the end result of the Filming Work

“Filming Work” means the work involved in filming the Production named overleaf

“Location” means the location or locations listed overleaf

“Permitted Times” mean the time or times listed overleaf

“Permitted Use” means the permitted use set out overleaf

2. GENERAL TERMS OF THE AGREEMENT

2.1 Subject to the terms and conditions contained in this Agreement and any other terms and conditions that the Council may require separately to this Agreement including the Council’s Code of Practice which have been notified in writing by the Council to the Company the Council hereby permits the Company to undertake the Filming Work at the Location during the Permitted Times in accordance with the Permitted Use.

2.2 This Agreement does not constitute planning permission highway permission listed building consent or any other permission or consent that may be required separately to this Agreement. If any other permission or consent is required to enable the Filming Work to be carried out then evidence of that permission or consent must be produced by the Company to the Council before the commencement of this Agreement.

2.3 This Agreement does not constitute permission or consent to use any unmanned aerial vehicle (UAV Drone UAS or similar) for filming activities and if any unmanned aerial vehicle is proposed to be used



then this shall only permitted after prior consultation with and with the written consent of the Council.

- 2.4 It is the Company's responsibility to ensure that they have all necessary permissions and consents to undertake the Filming Work including the correct landowner's consent.
- 2.5 Filming Work must not interfere with or impede the normal use of the Location.
- 2.6 The Company must provide a sufficient number of attendants and/or stewards to ensure the efficient supervision of and safe use of the Location and to maintain order at and in the vicinity of the Location.
- 2.7 The Company must allow the Council and/or its employees and/or its agents access to the Location to inspect and monitor the arrangements for the Filming Work and the Company must co-operate with such person(s) at all times.
- 2.8 The Company must deal with any complaints promptly courteously and efficiently and where complaints are made directly to the Company the Company must notify the Council in writing of any such complaints within 24 hours of their receipt and of the action the Company has taken regarding them.
- 2.9 The Company must not do anything or allow or suffer anything to be done that breaches any statute regulation licence permission consent permit or any other authorisation granted for the Location or any insurance relating to it.



- 2.10 The Company must notify the Council of any damage or harm to the Location as soon as reasonably practicable and make good any such damage to the Council's satisfaction directly.
- 2.11 The Company must remove all of its equipment goods rubbish and litter from the Location at the end of the Permitted Times and leave the Location in a clean and tidy state. If the Company should fail to do so the Council may remove and/or dispose of any such equipment goods rubbish and litter at the Company's expense and the cost of that removal and/or disposal shall be paid for by the Company on demand.
- 2.12 The Company must comply with all relevant Health and Safety Codes of Practice and legislation that may apply to the Location and/or activities being carried out. Further the Company must reasonably assist the Council in complying with any legal obligations that may arise in connection with this Agreement (e.g. responding to a request under the Freedom of Information Act 2000).
- 2.13 If the Company should need to return to the Location because Filming Work has not been concluded during the Permitted Times then this will be subject to further negotiation and agreement between the parties and payment by the Company to the Council of any costs that the Council may incur. Any further agreement will be subject to the same terms and conditions contained herein.
- 2.14 The Company will be entitled to represent the Location under its proper name or as a real or fictional place according to the requirements of the Filming Work.



- 2.15 The Company will be entitled to use the Filming Work with or without the scenes photographed at the Location by all means and in any medium either known or hereinafter devised without restriction.
- 2.16 The Council may require to see and approve the proposed script for the Filming Work before Filming Work commences.
- 2.17 The Company will be entitled to incorporate all films photographs and recordings whether audio or audio-visual made in or about the Location in the Film either as a sequence on their own or preceded or interlaced or followed by such other scenes as the Company may require in their sole discretion and may take still photographs for use either in the Film or in publicity material including book publishing or merchandising.
- 2.18 The Company will own the entire copyright and all other rights in and to all the Filming Work including film audio and audio-visual recordings and photographs made in or about the Location including without prejudice to the generality of the above the irrevocable right to use or not to use any and all such film audio and audio-visual recordings and photographs together with the real or fictional name of the Location in or in connection with the Film and to use the Film in any manner or by any means known now or any means invented in the future in any and all media throughout the world for the full period of the copyright including all renewals and extensions.
- 2.19 The Company will have the right to assign licence and/or sub-licence the whole and/or any part of the Filming Work to any company or individual.



3. COUNCIL'S COSTS

- 3.1 The Company shall pay the Council's costs including any overtime and/or additional costs agreed in writing between the parties plus any VAT were applicable upon completion of this Agreement.
- 3.2 If the Company fails to pay any sums due under this Agreement by the due date then the Council reserves the right to charge the Company interest on the sum due at a rate of 8% above the base rate at the National Westminster Bank for the period starting on the due date and ending on the date of payment (after as well as before any judgment).
- 3.3 If the Company cancels the Filming Work at the Location for any reason the Company must pay the costs that have been incurred by the Council up to the date of the cancellation of the Filming Work and any costs incurred by the Council as a result of that cancellation. Any unexpended amount of the Council's costs that have been paid by the Company on account will be refunded to the Company excluding interest.
- 3.4 If the Company cancels the Filming Work at the Location for any reason the Council reserves the right to charge the Company for any income that the Council could have earned from the Location but for the Filming Work.

4. ASSIGNMENT

This Agreement shall not be assigned by the Company.

5. THIRD PARTIES

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms other than the parties to it under that Act.



6. FILMING ON HIGHWAYS

- 6.1 Pedestrian and vehicular access to the highway must be maintained at all times.
- 6.2 All parking prohibitions and restrictions must be observed.
- 6.3 Filming Work must not cause an unlawful obstruction of any highway.
- 6.4 Residents and/or owners of properties in the vicinity of the filming must be consulted about any Filming Work in accordance with the Bath Film Office's Code of Practice.
- 6.5 Where a highway is required to be closed to facilitate Filming Work all necessary traffic regulation orders (TROs) must be in place before Filming Work commences. It is the Company's responsibility to check if any TRO is needed and the Company must pay the Council's usual costs in processing and making any TRO.
- 6.6 The Company must indemnify the Council in respect of all actions charges claims costs expenses losses damages demands liabilities and proceedings arising out of or in connection with or incidental to the carrying out of the Filming Work other than those arising out of or in consequence of any act neglect default or liability of the Council.

7. FILMING IN PARKS AND/OR OPEN SPACES AND/OR PREMISES OWNED BY THE COUNCIL

- 7.1 The Company will be entitled to make such use of the Location in accordance with the Permitted Use during the Permitted Times as agreed with the Council in writing before filming commences.



- 7.2 The Company will upon prior written consent from the Council be permitted to make decorative changes additions and alterations in and/or to the Location (interior and/or exterior) subject to such changes additions and alterations being temporary in nature only and the Company reinstating the Location to its original condition at its own cost immediately at the end of the Permitted Times. Such reinstatement must be to the Council's satisfaction.
- 7.3 Where the Location is Council premises the Council reserves the right to require the Company to deposit with the Council a nominated sum ("the Deposit") as security should the Company be in breach of its obligations in clause 7.2. If such a breach occurs the Council will use the Deposit to carry out any necessary and appropriate restoration work to restore the premises to the condition they were in before the Filming Work and to cover any administration fees incurred by the Council. Upon the satisfactory completion of those restoration works the Council will return any unexpended amount of the Deposit to the Company excluding interest.
- 7.4 The Company must indemnify the Council in respect of all actions charges claims costs expenses losses damages demands liabilities and proceedings arising out of or in connection with or incidental to the carrying out of the Filming Work other than those arising out of or in consequence of any act neglect default or liability of the Council.
- 7.5 From and including the date of this Agreement until the expiry of the Permitted Times the Company must maintain public liability insurance for a sum of not less than five million pounds (£5,000,000) in respect of any single claim the number of claims being unlimited in the Company's own name to cover claims for injury to or death of any person or loss or damage to any real or personal property arising out of the Filming Work



caused by the Company or any person for whom the Company is legally responsible.

7.6 Before commencing the Filming Work the Company must provide the Council with a certificate of insurance cover and shall supply the Council (if requested) with a copy of the insurance policy as proof that it is in force and any such other information relating to the policy as the Council shall require.

8. TERMINATION

8.1 This Agreement will terminate upon the expiration of the Permitted Times.

8.2 If the Council reasonably considers that the Company is in breach of this Agreement then the Council may give written notice terminating this Agreement with immediate effect.

8.3 Termination of this Agreement for a breach of this Agreement by the Company will not release the Company from its obligation to pay the Council's costs and any other sums due under this Agreement up until the expiration of the Permitted Times.

8.4 The Council reserves the right to terminate this Agreement in circumstances which are beyond its control and in such circumstances the Council will review what costs may become due under this Agreement by the Company on a case by case basis.

9. ACCEPTANCE OF TERMS AND CONDITIONS

Receipt by the Council from the Company of this Agreement shall be deemed to mean that a duly authorised person has signed this Agreement on behalf of the Company and that the Company accepts the terms and conditions contained herein.