



1. Definitions

“The Locations” means the location or locations listed in the schedule

“Filming” means recording, filming, photographing and/or 3D scanning in connection with the motion picture, video, or still photography, using any imaging media whatsoever

“The Council” means the Local Government Authority

“The Company” means the company making the film, TV, photoshoot, or other media production listed in this Agreement

“The Production” means the filmed content in connection with the Production listed above.

“The Contractor” means the company, individual or organisation making the film, TV, photoshoot or other media production

“Location Period” means the time or times listed in the schedule **“Permitted**

Use” means the permitted use set out in the schedule **“Film Permit”** means the permit issued by the Film Office authorising Filming on Council owned property and highways

“Agreement” means agreeing to the conditions of the Film Permit **“Return Period”** means the date and time agreed by The Council and The Company for The Company to return to a location for Filming purposes **“In Writing”** means sending written correspondence by letter and/or email to the address stated in the schedule

“Charge Sheet” is an itemised breakdown of the Fees

“Fee” means the payment paid to The Council for the temporary hire of the location and/or charges for Council services as set out in the Charge Sheet which will be sent to you by The Council prior to this Agreement being signed

“The Deposit” refundable sums held in a bank account or with another financial institution that requires a transfer from one party to another

“Postponement” means delaying filming for up to one month from the start of the Location Period in the Location section

“Force Majeure Event” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any



act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding any industrial action occurring within the Contractor's or any sub-contractor's organisation; or the failure by any sub-contractor to perform its obligations under any sub-contract

Film Permit Agreement Terms and Conditions

Part 1

2. Filming on the Highway

2.1 The Highway ("Highway") comprises the carriageway (for use by vehicles) the footway (pavement area for use by pedestrians) and verge (border of the carriageway or footway).

2.2 Permission to film on the Highway is granted subject to:

- a. Pedestrian and vehicular access to the highway must be maintained at all times unless a specific Traffic Regulation Order (TRO) has been agreed with The Council ("The Council").
- b. Where a highway is required to be closed to facilitate Filming ("Filming") all necessary Traffic Regulation Orders (TROs) must be in place before Filming commences. It is The Company's ("The Company") responsibility to check if any TRO is needed and The Company must pay The Council's usual costs in processing and making any TRO.
- c. Filming must not cause an unlawful obstruction of any highway.
- d. All parking prohibitions restrictions are to be observed.
- e. Access to premises adjacent to and/or only accessible from the Highway must be maintained at all times unless The Company obtains explicit written permission from the premises owner(s) to block access.
- f. Residents or owners of properties in the vicinity of the Filming who may be disrupted by the Filming must be informed about your planned activities in accordance with the Bath Film Office's Code of Practice.
- g. Access to emergency vehicles must be maintained at all times unless agreed otherwise with the emergency services.
- h. The Council reserves the right to suspend any agreement for road closures for Filming if emergency road works or utility works need to take place for the safety of the public or to prevent utility services from being disrupted.

Part 2

3. Bath and North East Somerset Council Location Agreement 3.1 The Council has agreed to make available to The Company from time to time certain premises ("The Locations") (which expression shall include all chattels fixtures fittings and appurtenances of whatever nature in upon or around The Locations)



for the purpose of filming, recording scenes or taking photographs ("Filming") in connection with the Production ("The Production") upon the following terms and conditions.

3.2 The Council agrees to make available to The Company The Locations listed in this Film Permit ("Film Permit") for such permitted times ("Location Period") and in accordance with the requirements and directions agreed between The Council and The Company in advance of Filming.

3.3 The Company shall be entitled to make such use ("Permitted Use") of The Locations as agreed with The Council In Writing ("In Writing") in advance of Filming.

3.4 Filming must not interfere with or impede the normal use of The Locations except as agreed with The Council's representative.

3.5 The Company must provide a sufficient number of security staff and/or marshals to ensure the efficient supervision of and safe use of The Locations and to maintain order at and in the vicinity of The Locations.

3.6 Provided a reason is given in advance In Writing and The Council and/or its employees and/or its agents comply with the confidentiality obligations of 3.10 The Company must allow The Council and/or its employees and/or its agents access to The Locations at a mutually agreed time to inspect and monitor the arrangements for the Filming and The Company must co-operate with such person(s) at all times.

3.7 The Company must deal with any written complaints that Company received 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 as soon as reasonably practicable of receipt and of the action The Company has taken regarding them.

3.8 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 Locations or any insurance relating to it.

3.9 The Company must comply with all relevant Health and Safety Codes of Practice and legislation that may apply to The Locations 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 ("Agreement") (e.g. responding to a request under the Freedom of Information Act 2000).

3.10 The Council hereby warrants and represents that:

- a. The Council has full right and authority to enter into this Agreement and solely grant The Company the rights granted hereunder
- b. Save for health and safety purposes or under its legislative powers or a breach of this Film Permit, The Council will take no action nor allow or permit or authorise any third party to take any action which might interfere, delay, or in any way impede The Company's full use and quiet enjoyment of The Locations in accordance with the terms hereof.
- c. The Locations is safe and suitable for, and The Council will maintain The Locations in useable condition for, The Company's intended use.
- d. The Council will keep this Agreement confidential and will keep confidential any information relating to the Filming, any personnel engaged on the Filming or The Company's activities at The Locations which may come to The Council's knowledge.



4. It is understood that The Company may need to return to The Locations at a later date if principal photography and recording is not completed during the period specified in the Location Period. The dates for The Company's return shall be the subject of further negotiations and agreement between the parties ("Return Period") and shall be on the same terms contained herein, save that any reference to the Location Period shall be a reference to Return Period. During the Location Period The Company shall be entitled to bring to The Locations such personnel equipment and props as agreed with The Council in advance of the Filming.

5. It has been agreed between the parties that The Company has provided reasonable information regarding the scenes which are to be shot in or about The Locations and, subject to clause 8 below, The Council consents to the Filming of these scenes and confirms that it will not make any objection in the future to The Locations being featured in The Production.

6. The Company shall be entitled to represent The Locations under their proper name or to represent them as being another real or fictional place.

7. The Company shall be entitled to exploit the Filming with or without the scenes photographed at The Locations by all means and in any medium either known or hereafter devised without any restrictions.

8. Prior to the commencement of the Location Period The Company will give The Council reasonable notice of the nature of The Production and the general context in which The Locations are to be used for the Filming. If in the reasonable opinion of The Council any of the Filming involves subject matter or use of The Locations which is contentious The Council may request The Company provides further details of The Production, including a précis of the script for such Filming, and The Company and The Council will consult on any arrangements concerning The Locations which The Council deems necessary in light of such contentious subject matter or use of The Locations. Notwithstanding the above, The Council accepts that scripts may be changed from time to time prior to or during Filming and The Company will notify The Council of any material script changes which affect the context in which The Locations are to be used. The parties agree that The Company's editorial decision shall be final and that nothing in this Agreement shall be taken to imply an obligation to The Company to show the Filming in whole or in part to The Council.

9. The Company shall be entitled to incorporate all films, photographs and recordings whether audio or audio visual made in or about The Locations in connection with the The Production as The Company may require in their sole discretion. The Company may also use the Filming in connection with advertisements, promotions, publicity, clips and other materials, etc. for the Production and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising in all manner and media, now known or hereafter devised, in all languages, throughout the world for the full period of copyright and of all other rights in the Recordings in perpetuity.



10. The Company shall be entitled upon receiving the prior written consent of The Council to make decorative changes additions and alterations in and/or to The Locations (interior and/or exterior) but such changes additions or alterations shall be of a temporary nature only and The Company undertakes at its own cost to restore The Locations to their original condition immediately prior to the end of the Location Period or such other period as agreed in advance In Writing with The Council.

11. In relation to Part 1 The Company shall be entitled upon receiving the prior written consent of The Council to make changes additions and alterations in and/or to the highway signage and/or street/highway furniture but such additions and alterations shall be of a temporary nature only and The Company undertakes at its own cost to restore the highway signage and/or street/highway furniture to its original condition to the reasonable satisfaction of The Council immediately prior to the end of the Location Period or such other period as agreed in advance with The Council's representative.

12. Copyright

12.1 The Company shall own the entire copyright and all other rights of every kind in and to all film and audio and audio/visual recordings and photographs and 3D scans made by The Company in or about The Locations including without prejudice to the generality of the above the irrevocable right to use or not to use any and all such film and audio and audio visual recordings and photographs and 3D scans of The Locations together with the real or fictional name of The Locations in or in connection with the Production and to exploit the Filming by any manner or means now known or in the future invented in any and all media throughout the world for the full period of copyright including all renewals revisions and extensions. For the avoidance of doubt The Council confirms that it will not assert or maintain against The Company any cause of action based upon invasion of privacy defamation copyright infringement libel or slander in connection with the use or non-use of The Locations within the Production.

13. With The Council's prior written consent which shall not be unreasonably withheld or delayed, The Company shall have the right to assign licence and/or sub-licence the whole and/or any part of its rights pursuant to this Location Agreement to any company or individual. The Company shall be personally responsible for the conduct of all its persons and sub-contractors and for ensuring that they fully comply in all respects with these Terms and Conditions. Notwithstanding the foregoing, except with respect to Company's right to enter upon and use the Locations, the Company shall have the unrestricted right to assign, license, or otherwise transfer any and all rights granted by Council to the Recordings, in whole or in part, to any person or entity.

14. Indemnity

14.1 The Company must indemnify The Council in respect of all verifiable and substantiated actions charges claims reasonable out of pocket directly incurred costs expenses losses damages demands liabilities and proceedings for personal



injury or property damage directly arising out of or in connection with or incidental to The Company carrying out the Filming other than those arising out of or in consequence of any act neglect default or liability of The Council.

14.2 The Company shall arrange insurance which will indemnify The Council to a minimum of five million pounds (£5,000,000) per claim or series of connected claims for any liability loss claim or proceeding in respect of personal injury (and/or death) of any person and/or liability loss claim or proceeding arising in respect of any actual breach or non-performance by The Company of any or all of its undertakings or obligations under this Location Agreement and/or loss or damage to The Locations caused by negligence omission or default by The Company and/or The Company's agents or employees or sub-contractors. Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- a. fraud or fraudulent misrepresentation;
- b. death or personal injury caused by its negligence;
- c. breach of any obligation as to title implied by statute; or
- d. any other act or omission, liability for which may not be limited under any applicable law.

14.3 The Council hereby agrees to defend, indemnify and hold harmless The Company its parents subsidiaries and affiliated companies from and against any and all liabilities claims demands actions losses damages and expenses (including without limitation reasonable outside legal fees and costs) in any way arising out of or resulting from the breach by The Council of any term condition representation or warranty under this Agreement or the negligence or wilful misconduct of The Council its employees agents or representatives. From and including the date of this Agreement until the expiry of the Location Period.

14.4 Before commencing the Filming The Company must provide The Council with a certificate of insurance cover.

15. Payment of Fees

15.1 In consideration of the use of The Locations in compliance with the terms and conditions detailed in this Agreement The Company agrees to pay to The Council the Fee ("Fee") specified in the Charge Sheet ("Charge Sheet") within fourteen days of receiving an invoice.

15.2 The Council reserves the right to require payment prior to the issuing of a Film Permit from Productions where no Charge Sheet or invoice are required.

15.3 The Company shall pay The Council's reasonable costs including any overtime and/or additional costs agreed In Writing between the parties plus any VAT where applicable upon completion of this Agreement.

15.4 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 eight percent 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).

15.5 The Company shall be personally liable for the payment of the fees stated here in the Location Agreement as notified to The Company In Writing prior to the issue of this agreement.

15.6 Additional Filming Supplies



Where any additional filming supplies are requested either directly through the Film Office or directly with other Council Departments, then all licence costs, including additional services such as:

- parking suspensions and dispensations,
 - unit bases,
 - permits or licences for hoardings, scaffoldings, materials or cherry pickers,
 - administration charges, such as those for filming, cancellation, or termination of agreement
 - temporary traffic restrictions, orders and notices, or traffic management or staff fees
 - staff fees for site visits, security personnel or opening and locking buildings
- will be subject to VAT.

This list is not exhaustive. Bath Film Office will confirm VAT status on application.

16. Cancellation

16.1 The Company may cancel Filming at The Locations at any time by notice In Writing to The Council and subject as provided in Clause 16.2. Should The Locations have already been altered or changed by The Company in any way The Company will immediately restore The Locations to their original condition which existed prior to the alteration to the complete satisfaction of The Council and bear the costs of so doing.

16.2. If the Filming is cancelled by virtue of the provisions of Clause 16.1 the following conditions shall apply

a. If The Company cancels the Filming at The Locations for any reason The Company must pay costs that have been directly incurred by The Council up to the date of the cancellation of the Filming and direct 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.

b. If The Company cancels by giving less than (5) business days prior written notice The Company shall be liable to pay The Council 100% of any fees previously agreed with The Company, where applicable as specified in the Charge Sheet to compensate for losses and reimburse costs The Council has reasonably and properly incurred, (such losses and costs to be supported by documentary evidence if so requested by The Company).

d. If The Company wishes to postpone the Filming The Council reserves the right to charge The Company a Postponement ("Postponement") Fee in addition to any administrative fees and location fees incurred for setting up the new Location Period.

17. Termination of Agreement

17.1 If The Council considers that The Company is in non-material breach of this Agreement then The Council may give written notice to The Company to remedy the breach and the 24 hours or such other time as mutually agreed by the parties acting in good faith (starting from when the Company has received written notice) in which it must do so. The Council may terminate this Agreement with immediate effect if The Company does not comply with the written notice or if The Council considers that The Company is in material breach of this Agreement (which The



Council considers cannot be remedied by the issue of a written notice to do so).

18. Termination of this Agreement by The Council 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 Location Period.

19. Force Majeure

19.1 If The Council requires the use of The Locations on the date on which it has been let to The Company in connection with any occasion of national rejoicing or mourning or for a purpose which in the opinion of The Council is of civic or national importance or the use of the location is required by The Council due to circumstances which are beyond The Council's control, The Council may cancel the Agreement by giving to The Company notice of cancellation not less than three days' prior to the Location Period.

19.2 The Council will not be responsible for any loss or damage suffered in the event of The Locations not being available by reason of a Force Majeure Event (save due to the Council's negligence or breach of this Agreement). The Council may cancel the Agreement by providing one days' prior notice to The Company.

20. If any Filming is cancelled by virtue of the provisions of Clause 19 no Fee shall be payable by The Company and The Council shall refund to The Company without interest any charges paid by The Company in respect of the Filming but this shall be the full extent of The Council's liability for termination.

20. If any Filming is cancelled by virtue of the provisions of Clause 19 no Fee shall be payable by The Company and The Council shall refund to The Company without interest any charges paid by The Company in respect of the Filming but this shall be the full extent of The Council's liability for termination.

21. Remedies

The Council's sole remedy for breach of this Agreement by the Company shall be an action at law limited to compensatory money damages and in no event shall the Council be entitled to punitive, consequential and/or special damages. The Council agrees not to seek, nor shall the Council be entitled to, injunctive or other equitable relief. The Council shall not be entitled to terminate or rescind this Agreement, nor to enjoin, restrain or otherwise impair the Company's development, production, exhibition, advertising, promotion or other exploitation of the Production or any other rights of Company hereunder.

22. Additional Permissions

This Agreement does not constitute planning permission, highway permissions or listed building consent. If such permission or consent is required, then application for it must be made by The Company to the Planning Authority/Highway Authority and evidence of the necessary consents and/or permissions granted must be produced to the Bath Film Office prior to the commencement of this Agreement.



23. Drones

23.1 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 be permitted after prior consultation with and with the written consent of The Council.

24. This Agreement shall be governed by and construed in accordance with the law of England and Wales.

Part 3
SCHEDULE OF CONDITIONS

25. Location Preparation

25.1 Unless agreed In Writing by The Council The Company shall not have access to The Locations prior to the Location Period.

25.2 Unless agreed In Writing by The Council The Company shall remove from The Locations all structures barriers and advertising materials and any other items used in the production of the Filming before the end of the Location Period.

25.3 Unless agreed In Writing by The Council The Company shall not apply to any ground surface within The Locations any permanent or semi-permanent markings.

25.4 The Council may require The Company to submit full details of the layout of their proposed activities at The Locations prior to the Filming showing such detail as The Council requires and The Company shall incorporate at The Company's expense such alterations and amendments to the layout as The Council so determines.

25.5 No signs or other decorations shall be displayed outside any part of The Locations without the previous written consent of The Council, such consent not to be unduly withheld).

25.6 No additional lights or extensions from existing electric light fittings shall be used without the previous consent of The Council.

25.7 The Company shall take care not to cause any damage nor permit or suffer any damage to The Locations or to any part or parts of any fittings equipment or other property at The Locations. The Company shall notify The Council in Writing within 24 hours of any damage being sustained. The Company shall pay for any damage including accidental damage directly caused by any act or omission caused by any person resorting to The Locations by reason of the use of The Locations by The Company. The payment to be made by The Company shall be assessed by

The Council and the repair of any damage caused by The Company under this clause shall be undertaken by The Council or undertaken by The Company as authorised and notified to The Company by The Council.

25.8 When The Council deems it necessary, in its absolute discretion a Schedule of Condition of The Locations shall be agreed between The Council and The Company before the Filming takes place and shall be used to determine The



Company's liability for the reinstatement of The Locations under Clause 25.7

25.9 The Locations shall be maintained and left by The Company in a clean and tidy state to The Council's entire satisfaction. Any costs for cleansing of The Locations necessitated by the use of The Locations by The Company will be charged to The Company and may be recovered as a debt.

25.10 No bolts nails tacks screws stakes etc. shall be driven into any part of The Locations nor shall any placards or other articles be fixed thereto without the previous consent of The Council.

25.11 All furniture apparatus or appliances brought or sent to The Locations by The Company shall be unloaded placed in position and removed by persons employed by The Company at such times as are agreed by The Council having regard to all the engagements at The Locations. No decorations or additions to any part of The Locations shall be made without the previous consent of The Council.

25.12 If any goods are uncollected or remain on The Locations at the end of the Location Period The Council reserves the right at the expense of The Company to remove and to deliver them to The Company who shall be responsible for their return to the owners or to take such other action as The Company deems appropriate and The Council shall not be responsible in any way whatsoever for the goods after they have been returned to The Company.

25.13 Any structures permitted by The Council shall not be erected for a period exceeding 10 consecutive days unless express permission is given In Writing by The Council.

26. Advertising

26.1 The Company shall not advertise the Filming nor make any public announcement about the Filming until the Location Agreement has been duly signed by The Council and The Company.

26.2 The Council reserves the right to require The Company to withdraw or remove any advertising material hoarding or any other promotional material created outside of the Filming which is primarily political, obscene, has the sole purpose of inciting violence and/or promotes racial hatred and constitutes an actionable defamation claim against the Council.

27. Licences and Consents

27.1 The Company shall be responsible for submitting applications for such licenses and consents (e.g. Road Closure Consent, Public Entertainments Licence etc.) from the appropriate authorities as may be necessary for the Filming. Where an application for a Licence or consent is refused or has not determined by the date of the Filming either party shall have the option to determine the Agreement and The Council shall not be liable for any consequential loss suffered by The Company.

28. Audience Control

28.1 During the Location Period The Company shall be responsible for: a. The efficient supervision and effective control of The Locations the orderly and safe admission and departure of an audience to and from The Locations and for setting in place procedures for the safe clearance of The Locations in case of



emergency.

b. Safety within The Locations and the preservation of good order and decency therein.

c. Ensuring all entrances to and exits from The Locations are kept unfastened unobstructed and immediately available for use during the whole time The Locations is in use and ensuring no obstruction is placed or allowed to remain in any entrances to or exits from The Locations.

d. The Company shall provide such number of suitably skilled personnel and stewards as may in the opinion of The Council be necessary to adequately control the Filming. All such attendants and stewards shall wear clearly distinguishing dress which allows persons attending the Filming to easily identify them.

28.2 The Company shall consult if necessary with the Avon and Somerset Police the Avon Fire and Rescue Service and the South West Ambulance Service HQ prior to the Filming and thereafter comply with such advice as is provided in respect of levels of policing the precautions necessary to prevent fires levels of paramedic or first aid support and measures suggested to maintain public order and promote the interests of public safety. The Company shall bear all costs arising from compliance with such advice.

28.3 The Company shall observe and ensure any sub-contractor engaged at the Filming observes all relevant statutory requirements orders and regulations applicable to the provision of catering services.

28.4 The Company shall indemnify The Council against any actual and verifiable loss or actual and verifiable liability howsoever caused in respect of any breach or non-observance of the said statutory requirements orders and regulations.

28.5 The Company shall observe and ensure any subcontractor permitted to provide services at the Filming adheres to the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work regulations 1999 all subsidiary Acts and Regulations applicable to the safety of themselves their employees and other persons at work and members of the public.

28.6 Proposals to use special effects and pyrotechnics shall be notified to the Avon Fire and Rescue Service and the Bath Film Office.

28.7 Particularly hazardous activities (e.g. stunts involving people, vehicles or machinery etc.) shall be notified to the Bath Film Office.

28.8 Ticket sales at any entrance to The Locations are not permitted without the prior written consent of The Council.

28.9 The selling of any goods at the Filming is strictly prohibited without the prior written consent of The Council.

28.10 The Company shall not permit within The Locations any form of illegal gambling or the taking or placing of bets.

28.11 If The Company fails to observe and perform any one or more of the stipulations contained in this Clause 29 The Council may:

a. Charge to and recover from The Company any expense incurred by The Council in engaging such persons as it so determines to secure such observance and performance.

b. Cancel any other Location Agreements that The Company may have made without incurring any liability to The Council whatsoever.



29. Noise Control

The Filming shall be subject to such noise limits as The Council so stipulates having given consideration to the location of the Filming and The Company shall not exceed such limits. Irrespective of noise limits determined in advance of the Filming if an authorised officer of The Council determines that the noise emanating from the Filming constitutes a statutory nuisance The Company shall adhere to all instructions issued by such officer to reduce noise levels. Notwithstanding this The Company shall not play or permit to be played amplified music without the prior consent of The Council.

30. Council's Liability

30.1 The Council shall not be liable for any damage or theft or loss of any property goods or articles whatsoever placed deposited brought into or left upon The Locations either by The Company or by any other person.

30.2 The Council shall not be liable for any loss due to any breakdown of machinery failure of any public utility fire Government restriction or Act of God which may cause The Locations to be temporarily closed or the Filming to be interrupted or cancelled.

30.3 The Council shall not be liable for any injury damage or loss caused to The Company other than personal injury or death caused to The Company's servants agents or visitors due to the negligence, wilful misconduct and/or breach of this Agreement by The Council or its employees.

31. Motor Vehicles

31.1 Except where specifically agreed by The Council motor vehicles shall not be permitted on The Locations.

31.2 The Council shall be entitled to remove without notice to the owner of any vehicle from The Locations after the end of the Location Period without incurring any liability for any actual and verifiable loss or damage to the said vehicle or its contents.

31.3 Vehicles essential to the Filming (e.g. generators specially adapted trailers dining buses catering vehicles etc.) are deemed to be the responsibility of The Company. Any damage to The Locations and the costs of repairs arising from the presence of such vehicles will be chargeable to The Company.

32. Concessions

32.1 The Company shall ensure that concessionaires previously granted consent to trade at The Locations during the Filming by The Council have unimpeded vehicular access to their designated areas.

33. Alcohol Sales

33.1 The Company shall not permit the sale or consumption of alcohol without the previous written consent of The Council.

34. Byelaws

34.1 The Company shall comply with all byelaws relating to The Locations which can be inspected at The Council Offices notified to The Company by The Council upon written request.



35. Sub-Contractors

35.1 The Council retains the right to refuse The Company permission to engage certain sub-Contractors if it so wishes and is under no obligation to disclose its reasons for this action.

36.2 The Company's responsibilities are not discharged by the actions of any sub-Contractor.

36. Animals, Birds and Fish

36.1 The Company shall not permit any performance or demonstration by animals at the Filming unless prior written approval is given by The Council. In such circumstances any approval shall be undertaken under the supervision of properly skilled animal handlers, approved by The Council, in strict conformity with best practice in animal welfare.

37. The Deposit

37.1 Where the Location is Council premises The Council reserves the right to require The Company to deposit with The Council a refundable nominated sum ("**the Deposit**") as security should The Company be in breach of its obligations in clause 10. 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 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 within 28 days starting from the completion of the restoration of works.

37.2 Where The Council is required to undertake considerable work prior to the filming The Council reserves the right to require a first payment from The Company in advance of the filming.

38. Waste and Litter Control

The Company shall make adequate provisions for the collection and disposal of all waste generated on The Locations during the Location Period Disposal of potentially hazardous waste shall be carried out by authorised waste carriers.

39. Safety

39.1 Any temporary electrical installation on The Locations shall be provided by a competent person and must comply with the Electricity at Work Regulations 1989 and all other relevant regulations and in particular:

a. All generators shall be earthed in accordance with manufacturer's instructions and guarded so as to prevent access by children.

b. Where appropriate warning cones and hazard tape should be used. c. No danger or annoyance should be caused by the dazzle of lights.

39.2 The Company shall report all accidents and incidents occurring at the Filming (including incidents of harassment and disorder) to The Council as soon as possible.

39.3 The Company shall make adequate provision for extinguishing minor fires occurring during the Filming.

39.4 The Company shall appoint a Filming Safety Coordinator who will be responsible for the planning and coordination and shall have ultimate authority



over all personnel and sub-contractors and throughout the preparation stages and the Filming itself in regard to matters of health and safety.

39.5 Any road closures, lane closures or footway closures required for Filming must be signed in accordance with The Traffic Signs Regulations & General Directions and Safety at Street Works: a Code of Practice.

40. Third Parties

40.1 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.

41. Personal Data

41.1 The Council will use the personal information provided to it by The Company to provide the Services, or to inform the Hirer about similar services which The Council provides, unless The Company informs The Council In Writing that the Hirer does not want to receive this information.

41.3 At every stage all data will be handled according to GDPR, security and ethical standards.

42. 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.