

1. Definitions

1.1 For the purposes of these Conditions (clauses 1 to 15 herein), unless the context requires otherwise:

"Council" means the body named as the Council in the Licence Agreement

"Licence Agreement" means the licence agreement between the Council and the Licensee and to these Conditions.

"Licensee" means the person named as the Licensee in the Licence Agreement

"Permitted Times" means the dates and times specified in the Licence Agreement

"Permitted Use" means the type of filming work, size of crew etc specified in the Licence Agreement

"Site" means the location(s) or premises set out in Licence Agreement

2. Pre-Entry Obligations

2.1 Prior to the use of the Site by the Licensee, the Licensee must:

(a) satisfy the Council that public consultation has occurred pursuant to clause 7;

(b) satisfy the Council that the police have been consulted pursuant to clause 6;

(c) provide information regarding the Licensee's insurance as required by clause 4.1.2;

(d) obtain the Council's approval of the Health and Safety Risk Assessment required pursuant to clause 4.1.8; and

(e) satisfy the Council that appropriate arrangements are in place for the removal of all rubbish from the Site in accordance with clause 4.1.13.

2.2 Failure to comply with this clause 2 may result in the Licensee being denied access to the Site.

3. Permitted Use/Rights

3.1 Subject to the further terms of the Licence Agreement, the Council hereby grants to the Licensee the right (in common with the Council and all other persons authorised by the Council, owners and/or managers) to use the Site for the Permitted Use during the Permitted Times.

3.2 The rights granted under clause 3 shall be exercised in consultation with the manager of the Site or other officer notified to the Licensee and in a way which so far as reasonably practicable does not interfere with or impede the normal use of the Site.

3.3 The Council gives no warranty that the Site is legally or physically fit for any specific purpose.

3.4 The Council warrants that it is free to enter into this agreement and that the rights and permissions granted herein reside with the Council.

3.5 The Licensee shall have the right to represent the Site as another real or fictional place or, by prior written consent of the Council, to represent the Site under its proper title.

3.6 All rights to the films and photographs taken at the Site ("Material") shall vest in the Licensee. The Licensee shall have the right to, and the right to license others to, exploit and exhibit the film or any part of the film, with or without the Material, in any medium now known or hereafter devised, without restriction. In the event of any claim by the Council against the Licensee, whether or not material, the Council shall seek only remedy at law for damages, if any, and shall not enjoin, restrain or interfere with the production, advertising, publicising, exhibiting or exploitation of the film.

3.7 Time shall be of the essence for all the purposes of the Permitted Times.

3.8 The rights to use the Site granted to the Licensee under the terms of the Licence Agreement are not assignable; the rights to the Material are assignable by the Licensee.

4. Licensee's undertakings

4.1 The Licensee undertakes:

4.1.1 To be liable for and indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses in respect of personal injuries to or death of any person and in respect of damage to any property real or personal arising from or by reason of any negligence on the part of the Licensee or any breach of its obligations under the Licence Agreement.

4.1.2. To effect and to maintain during the period of the Licence Agreement insurance in a sum not less than £5,000,000 (five million pounds), in respect of any one incident, with an insurer or underwriter of repute to cover its liabilities under clause 4.1.1, and to produce on demand by the

Council, evidence of this insurance.

4.1.3. During the Permitted Times, to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Site for its safety and for the preservation of order in it and in the vicinity of it. Any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.

4.1.4. To permit the Council and its employees and agents to inspect and monitor the arrangements made by the Licensee for the proper supervision of the Site.

4.1.5. To observe such rules and regulations governing the use of the Site as may have been made or as may from time to time be made by the Council.

4.1.6. Not to use the Site or any part of it otherwise than for the Permitted Use.

4.1.7. Not to do, or permit or suffer to be done, anything to injure the reputation of the Site, or anything which may constitute an offence under any statute, or any regulations made under any statute, or by the Council, or any other public authority, or to imperil any licence granted for the Site, or any insurance effected on it.

4.1.8 In particular, to comply with all relevant health and safety legislation and Health and Safety Codes of Practice whilst at the Site and any reasonable instruction of the Council. The Licensee must submit to the Council a Health and Safety Risk Assessment and method statement specific to the Site. The Risk Assessment must be approved by the Council prior to the use of the Site by the Licensee. Specifically The Licensee agrees to appoint a Senior Person Responsible (SPR) for any electrical safety inspection as required under BS7909 and if requested, such test results be available to the Council and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement (e.g., responding to a request under the Freedom of Information Act 2002).

4.1.9. Not to permit or suffer any persons to enter or use the Site other than persons who are employees or agents of the Licensee engaged in the permitted use, or who are members of the cast of the licensed film or production.

4.1.10. Not to make any alterations, changes or additions to the existing fabric, design or lay-out of the Site or any of its facilities or services except as expressly permitted by the Licence Agreement and subject to compliance with the related conditions of the Council (which approval the Council shall be entitled to grant or withhold in its absolute unfettered discretion and if granted upon which conditions as to reinstatement and security as the Council shall in its like discretion stipulate).

4.1.11. Any undertaking by the Licensee not to do an act or thing shall be deemed to include all employees, servants, agents and any persons associated with the Licensee.

4.1.12. To make good to the reasonable satisfaction of the Council any damage caused to or suffered by the Site as a result of, or arising from its use by the Licensee pursuant to this Licence Agreement, within 14 (fourteen) days. If the Licensee shall fail to make good such damage, the Council shall be entitled to employ it's own contractors to make good the damage and to recover the costs of the works (including its administration costs) from the Licensee.

4.1.13 On a daily basis, to remove all rubbish from the Site and, prior to commencement, to satisfy the Council that appropriate arrangements are in place for the removal of such rubbish. Should the Licensee fail to do so the Council will remove the rubbish at the Licensee's expense and shall be entitled to recover the costs of such removal from the Licensee.

4.1.14 At the end of the Permitted Times, the Licensee undertakes to immediately remove all their equipment, goods, rubbish and litter from the Site and to leave it in a clean and tidy state. Should the Licensee fail to do so the Council will remove the rubbish, goods and equipment, at the Licensee's expense, such cost shall be payable to the Council on demand.

4.1.15 That neither the Licensee nor its staff employees agents contractors or other persons under its direction at the Site or elsewhere will do, or permit or suffer to be done, or omit to do, anything which may bring the Council into disrepute or harm the Council's reputation in any way.

4.2 The Licensee agrees to abide by the A.L.G. Film Maker's Code of Practice, as produced by Film London, a copy of which is available on request, and to conduct the filming and all its operations on Site in an orderly, safe and professional manner and in such a way as to minimise any disturbance to any occupier of neighbouring property or to any person using the (adjoining) streets or highways.

4.3 The Licensee shall, and shall ensure that its employees, subcontractors or agents working at the Site behave in a polite and courteous manner and refrain from behaviour likely to cause offence to employees of the Council and the general public and are not under the influence of alcohol, drugs or

illegal substances when present at the Site. The Council shall be entitled to require the Licensee to remove from the Site any of the Licensee's employees, subcontractors or agents whose behaviour is disruptive, disturbing or likely to cause offence to the Council its employees or the public and where the Council has received a valid complaint.

4.4 No litter, alcohol or illegal substances are permitted on Site.

4.5 The Licensee will agree to comply with all relevant sections of the Highways Act 1980, and with any conditions placed on this licence by Ealing Council. The Licensee will have responsibility for ensuring any cranes or temporary structures in use are safe and sound, and indemnify Ealing Council against any damage, accident or claim arising from their use on the highway or in public open space.

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5. Parking

5.1 If the Licensee requires parking dispensation or suspension in relation to the filming at the Site, the Licensee must request via the film office section of the Council's on-line Parking interface, at least seven days in advance of when it is required. The availability and extent of any permitted parking facilities for Licensee's technical and facilities units are set out in the Licence Agreement under Additional Information.

6. Police

6.1 If the operation involves filming on public streets or highways the Licensee must consult the police about the filming and shall comply with any instructions of the police and the requirements of the Metropolitan Police Service - Filming in Streets: Form 833.

7. Public Consultation

7.1 The Licensee must give reasonable notice to all residents affected by the filming at and around the immediate vicinity of the Site in advance of the use of the Site and properly inform them of:

(a) the Permitted Times; and

(b) reasonable details of the scenes being filmed and the Permitted Use. A copy of any letter to residents must be submitted to and approved by the Council's authorised officer prior to it being forwarded to residents. The Licensee must undertake and pay the costs of any additional public consultation required by the Council.

8. Licensee and Council Representatives

8.1 The Licensee shall nominate a representative who will be available from the time of entering the Site until the Site is cleared and who will be the person-in-charge for the purposes of receiving instructions or recommendations from or making requests to the Council. The Licensee's Representative and his/her contact details are specified in the Licence Agreement.

8.2 Council shall nominate an authorised officer, who for all the purposes of the Licence Agreement shall act for and on behalf of the Council in all matters relating to the Licence Agreement and who shall be entitled to exercise all rights and powers of the Council under the Licence Agreement, and in particular may agree to vary any part of this Licence Agreement.

9. Fees and Payment

9.1 The Licensee agrees to pay all Licence fees together with any overtime or agreed additional expenses plus any applicable taxes that are due in accordance with the terms of any relevant invoice that is submitted by or on behalf of the Council.

9.2 In the event of the Licensee spending any time at the Site in excess of the Permitted Times, an additional fee shall be paid calculated as follows: £250 per hour of overtime rising to £500 per hour overtime after 24.00hrs.

9.3 The Council shall issue an invoice to the Licensee for the appropriate fee. Notwithstanding any terms on the face of the invoice, all Licence fees, together with any overtime charge and additional

expenses must be paid in full, directly to the Council within 14 days of the invoice. Late payments shall incur statutory interest and fixed sum in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

10. Third Party Rights

10.1 The Licence Agreement is not intended to and shall not be construed as conferring on any person other than the Licensee and the Council the right to enforce any term of the Licence Agreement; save that the Council shall be entitled to enforce any term of the Licence Agreement against the Licensee.

11. Law of Contract

11.1 English law shall be the proper law of the Licence Agreement and the parties hereby agree that the English Courts shall have exclusive jurisdiction over any dispute or difference that may arise between them out of or in connection with the Licence Agreement, subject to first having followed and exhausted all possibilities under the dispute resolution and mediation procedure set out in clause 13 below.

12. Termination

12.1 Without prejudice to its liability to pay the full Licence fee, the Licensee may at any time terminate the Licence Agreement by notice in writing.

12.2 The Council may terminate the Licence Agreement with immediate effect by giving notice in writing where:

12.2.1 In the reasonable opinion of the Council, the Licensee has committed a serious breach of Health and Safety requirements.

12.2.2 In the reasonable opinion of the Council, the Licensee has caused damage or is likely to cause damage to the Site.

12.2.3 The Licensee has committed a material breach of any of its obligations under the Licence Agreement.

12.3 The Council will forthwith terminate the Licence Agreement and recover from the Licensee any loss or expense if it finds that the Licensee has offered or given, or agreed to give any person any bribe or inducement in connection with the Licence Agreement, or if it finds that the Licensee have committed an act which is an offence under the Bribery Act 2010.

12.4 If at any time the Licensee fails to comply with the terms and conditions of the Licence Agreement and having been notified of such failure, continues to act in breach of the terms and conditions above, the Council reserves the right to revoke the Licence Agreement forthwith.

12.5 The Licensee shall be entitled to cancel the Licence Agreement in accordance with this clause 12.5. Should cancellation take place in writing 10 working days or more prior to the commencement of the Permitted Times, the Licensee shall be reimbursed with a sum equivalent to 50% of the Licence fee the Council. Should cancellation take place with less than 10 working days' notice, the Contractor is liable for the total Licence fees payable.

13. Dispute Resolution

13.1 If any dispute shall arise between the Licensee and the Council in connection with the Licence Agreement it shall, in the first instance, be referred to the Council's Executive Director and a Director or equivalent of the Licensee for resolution. If the dispute is not resolved within 14 days of such reference, then the parties shall refer the dispute for settlement by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (the "Model Procedure"), and where the decision of the mediator is accepted by the parties the award of costs shall form part thereof.

13.2 To initiate mediation, a party must first serve a notice in writing to the other party with a copy to CEDR Solve requesting that the matter be referred to mediation. The parties shall agree as to the nomination of a mediator or, failing agreement within 7 days of such notice, the CEDR Solve shall, at

the request of either party, nominate a mediator.

13.3 Either party may refer any dispute arising out of or in connection with the Licence Agreement to arbitration. The Arbitrator shall be a person to be agreed and appointed by the parties or, failing agreement within 7 days of a request by either party to appoint an Arbitrator, by the President or the Vice President of the Chartered Institute of Arbitrators at the request of either party. A party may not commence any arbitration proceedings in relation to any dispute arising out of or in connection with this Agreement until the parties shall have attempted to settle the dispute by mediation and that mediation has terminated. The parties hereby agree that the award of the Arbitrator shall be final and binding on the parties save in the case of fraud or manifest error.

13.4 Unless the Licence Agreement shall already have been terminated or abandoned, the parties shall in every case proceed with the performance of their respective obligations with all due diligence and in accordance with the Licence Agreement.

14. Limits of Indemnity

14.1 In no circumstances whatsoever shall the Council be liable to the Licensee (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Licence Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

14.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Licence Agreement.

14.3 The Council's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Licence Agreement (other than a failure to pay any of the Licence fees that are properly due and payable and for which the Council shall remain fully liable), shall in no event exceed the total Licence fees payable or paid by the Licensee under or pursuant to the Licence Agreement

14.4 Notwithstanding any other provision of the Licence Agreement neither party limits or excludes its liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by its negligence; or (c) breach of any obligation as to title implied by statute

15. Special Terms

15.1 The special terms, if any, annexed to the Licence Agreement, as Schedule shall form part of the Licence Agreement.

15.2 The Licence Agreement and Conditions (together with any Schedule annexed pursuant to clause 15.1) constitutes the entire understanding and agreement between the parties relating to the subject matter of the Licence Agreement and, save as expressly referred to or incorporated by reference, supersedes all prior negotiations, submissions or understandings whether oral or written, express or implied, with respect to the subject matter. The Licensee acknowledges that it has not entered into the Licence Agreement on the basis of and does not rely on any warranty or representation made by the Council or any of its officers