

Location Fees and administrative costs

The Producer agrees to pay all location fees and administrative costs 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. Payment in full is to be made in advance of the Permitted Times, unless otherwise agreed in writing.

Terms of the Agreement

1. Subject to the terms of this Agreement, the Council hereby grants the Producer the right (in common with the Council and all other persons authorised by the Council) to use the Locations for the Permitted Use during the Permitted Times.
2. The right given by clause 1 above shall be exercised in consultation with any relevant manager of the Location(s) and/or other person(s) notified to the Producer, in a way which so far as reasonably practicable does not interfere with or impede the normal use of the Location(s).
3. The Council gives no warranty that the Location is legally, physically or otherwise fit for any specific purpose. Also, that further consent may be required from a private landowner or agency (such as Transport for London). It is the Production company's responsibility to ensure they have the correct consent(s) for any filming or associated activity which may take place.
4. The Council confirms that Merton Film Office ("MRFO") is authorised to enter into and manage this Agreement on behalf of the Council and that the rights and permissions granted herein reside with the Council.
5. The Producer shall have the right to represent the Location(s) as another real or fictional place, or by prior agreement only to represent the Location(s) under its proper title.
6. The Council acknowledges and agrees that the Producer shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the products of Producer's photography, filming and recording on the Location(s) (or any replica of the Location(s)) including the perpetual and irrevocable right to, and to license others to, use and re-use all or any part of the Material in connection with the Film, or any other film as the Producer shall elect, and advertising, publicising, exhibiting and exploiting the same or any related subsidiary or ancillary rights, by any manner or means (whether now known or hereafter devised) in any and all media throughout the universe for the full period of copyright and of all other rights in the Material, including all extensions, revivals and renewals of such rights and thereafter (insofar as is or may become possible) in perpetuity. Neither the Council nor any other party now or hereafter claiming an interest in the Location(s) and/or interest through the Council shall have any right of action against the Producer or any other party arising from or based on any use or exploitation of the Material, whether or not such use is or is claimed to be defamatory, an invasion of privacy, an infringement of copyright or trademark or untrue or censurable in nature.
7. Time shall be of the essence for all the purposes of this Agreement.
8. The rights granted to the Producer under the terms of this Agreement are not assignable (except the rights outlined in clause 6, regarding the exploitation of the Material, which are assignable at the Producer's discretion).
9. If at any time the Producer fails to comply with the terms and conditions of this Agreement and having been notified of such failure, continues to act in breach of the same, the Council (or MRFO acting on the Council's behalf) reserves the unfettered right, to revoke this Agreement forthwith. (except the rights outlined in clause 6, regarding the exploitation of the Material)
10. Nothing contained in or implied by this Agreement shall prejudice or affect the Council's rights, powers, duties, functions or obligations as a local authority.
11. Save in the event that it can be established that the Council has been negligent, the Council shall not be liable for the death of or injury to the Producer, its employees, contractors, agents or authorised invitees or for any damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by this Agreement.
12. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (rights of Third Parties) Act 1999.
13. This Agreement is governed by English law.

Producer's undertakings

14. To indemnify the Council and MRFO (FilmFixer Ltd) against all direct losses, claims, demands, actions, proceedings, damages, reasonable costs or reasonable expenses or other liability to the extent arising as a direct result of the negligent act or omission of the Producer or its employees, servants or agents or any breach of any of the obligations in this Agreement by the Producer and subject to the Council and MRFO taking reasonable steps to mitigate any losses. The Producer's aggregate liability howsoever arising out of this indemnity shall not exceed £5,000,000 but this limit shall not apply to personal injury or death resulting from its negligence.

15. To effect and to maintain both public and employer's liability 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 against all liability of the Producer to third parties (including for the avoidance of doubt employees of The Council and the Producer) arising out of, or in connection with, the use of the Location(s) by the Producer and to produce, or demand, evidence of this insurance.

16. At all relevant times to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Location(s), to ensure the safe use of the Location(s) and for the preservation of order at and in the vicinity of the Location(s) and specifically not to use any unmanned aerial vehicle (UAV, Drone, UAS or similar) unless agreed separately in writing.

17. To permit the Council and/or its employees and/or representatives (MRFO) to inspect and monitor the arrangements made by the Producer for the proper supervision of the Location(s) and to fully co-operate with any such person(s) at all relevant times.

18. To observe such rules and regulations governing the use of the Location(s) as may have been made or as may from time to time be made by the Council and not to create any unreasonable (in all the circumstances) nuisance or annoyance.

19. Only to use the Location(s) or any part of it/them for the Permitted Use.

20. Only to use the Location(s) or any part of it/them during the Permitted Times.

21. To deal with any complaints promptly, courteously and efficiently and promptly notify the Council in writing (e mail) within 24 hours of any serious complaints received and the steps you have taken in response to them.

22. Not to do, or permit or suffer to be done, anything to unfairly or inaccurately injure the reputation of the Location(s) or the Council, or to cause an offence against any statute, or any regulations made under any statute, or by the Council, or any other public authority, or to imperil any licence, permit or other authorisation granted for the Location(s), or any insurance effected on it.

23. Not to permit or suffer any persons to enter or use the Location(s) other than persons who are employees or agents of the Producer engaged in the Production that is the subject of this Agreement, or who are members of the cast of that Production.

24. Not to make alterations or additions to the existing fabric design or layout of the Location(s) or any of its facilities or services except as expressly permitted by this Agreement and subject to compliance with any additional conditions specified by the Council (which conditions the Council shall be entitled to specify in its absolute unfettered discretion).

25. Not to undertake any publicity or place any advertisement referring to the Location(s) or the Council without our prior written agreement.

26. To immediately notify MRFO of any damage to or harm suffered by any Location(s), and to make good to the reasonable satisfaction of MRFO any such damage or harm which is caused by the Producer or any sub-contractor employed by the Producer or any volunteer or member of the public allowed onto the Location(s) by the Producer within 14 (fourteen) days of it being notified to MRFO.

27. The Producer undertakes to promptly remove all of its equipment, goods, rubbish and litter from the Location(s) at the end of the Permitted Times and to leave it/them in a clean and tidy state. Should the Producer fail to do so, MRFO may remove and/or dispose of any such equipment, goods, rubbish or litter at the Producer's expense and the cost of any such removal and/or disposal, plus any fines for fly tipping or similar offence shall be payable by the Producer to MRFO on demand.

28. At all times, whilst in occupation of the Location(s), the Producer will comply with all relevant Health and Safety Codes of Practice and Legislation that may apply to the Location(s) and/or to the activities being carried out. Furthermore, if required, the Producer will provide a copy to MRFO of any relevant or required risk assessments before filming begins. It being understood that these risk assessments are the property of the Producer and the Council accepts no responsibility for the content thereof. Specifically, the Producer 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 MRFO 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).

29. The Producer agrees to ensure that any radio devices such as walkie talkies, radio microphones and similar are covered under a temporary licence from OFCOM to allow use of the permitted radio spectrum.

30. The Producer agrees to abide by the Film London Code of Practice, as produced by Film London, a copy of which is available on request from MRFO. Where there is any conflict between the Film London Code of Practice and this Agreement, this Agreement will prevail.

31. No litter, alcohol or illegal substances are permitted on Location(s) unless otherwise agreed.

32. The Producer shall be entitled to cancel this Agreement at any time before filming takes place providing MRFO receives written notification of this cancellation 48 hours before the Permitted Time (a clear email or text message sent to MRFO is acceptable for this purpose). If the Producer fails to notify MRFO in writing of any such cancellation 48 hours before the start of the Permitted Times, then the full Licence fee shall be payable. Please note that payments for additional services such as parking suspension or road closure notices will not be refunded. Administration fees and charges for officer time will not be refunded once they have been incurred.

33. Any undertaking by the Producer 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 any of the Producer's employees, servants or agents and/or any person(s) associated with the Producer.

34. Unit signs or similar temporary signposts shall not be fixed to any street furniture, as this is against the law. If unit signs are used, the people or persons responsible (including the Location manager, Producer, Production manager or Line Producer) will be prosecuted under fly posting legislation. This will lead to a criminal record and a substantial fine.

35. When it is possible that filming may impact on residents and businesses, we expect the Producer to arrange and pay for a community engagement process. This process shall be discussed and agreed in advance with MRFO. Community engagement may include any or all of the following: letter drop(s), (contents to be agreed in advance by MRFO and may include a parking and access plan), public meeting, short term employment opportunities for local young people, donations to local training schemes or to resident's associations, set visits for local schools or community groups and assistance in generating positive news stories about the shoot.

36. We expect the Production to adopt environmentally responsible policies to protect air quality, and to minimise noise and light pollution. Should MRFO receive repeated complaints about noise from residents, a notice may be served under the Environmental protection act 1990. This can result in fines of up to £20,000, and force immediate cessation of the filming activity.

37. Prior written approval by MRFO must be sought if the production wishes to use sound playback on set.