

Contract to Film

Part 1

Permit for filming on the highway and/or pavement

The highway ("Highway") comprises the carriageway (for use by vehicles) and footway (pavement area for use by pedestrians).

Permission to film on the Highway is granted subject to:

- a. Pedestrian and vehicular access being maintained along the routes
 - b. All parking restrictions are to be observed
 - c. The filming must not cause obstruction to any member of the public
 - d. Access to premises adjacent to and/or only accessible from the Highway must be maintained at all times
 - e. Residents or owners of properties in the vicinity of the filming who may be disrupted by the filming must be consulted about your planned activities at least 7 days in advance of the proposed filming
- The road is not subjected to a temporary traffic regulation order and cannot be closed at any time.

Part 2

Bristol City Council Location Agreement

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 scenes or taking photographs ("Filming") in connection with the Production ("the Production") upon the following terms and conditions.

1. The Council agrees to make available to the Company the Locations listed on page 1 for such permitted times as set out on page 1 ("Location Period") and in accordance with the requirements and directions agreed between the Council and the Company in advance of filming
2. The Company shall be entitled to make such use of the Locations as agreed with the Council in advance of filming
3. 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 paragraph 1. 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 Location Period shall be a reference to Return Period. During the Location Period the Company shall be entitled to bring onto the Locations such personnel equipment and props as agreed with the Council in advance of filming
4. It has been agreed between the parties The Company has provided reasonable information regarding the scenes which are to be shot in or about the Locations and, subject to paragraph 7 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
5. The Company shall be entitled to represent the Locations under their proper name or to represent them as being another real or fictional place according to the requirements of the Production
6. The Company shall be entitled to exploit the Production with or without the scenes photographed at the Locations by all means and in any medium either know or hereafter devised without any restrictions
7. 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 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 Production in whole or in part to the Council.
8. The Company shall be entitled to incorporate all films photographs and recordings whether audio or audio visual made in or about the Locations in the Production 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

9. 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 its original condition immediately prior to the end of the Location Period or such other period as agreed in advance with the Council.

10. 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.

11. 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 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 of the Locations together with the real or fictional name of the Locations in or in connection with the Production and to exploit the Production 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.

12. 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 and failure to do so shall render the Location Agreement null and void

13. The Company shall arrange insurance which will indemnify the Council to a minimum of £5 million 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 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 specified in the Charge Sheet exclusive of VAT within fourteen days of the last day of the Location Period.

15. The Company may cancel Filming at the Locations at any time by notice in writing to the Council and subject as provided in Clause 20. Should the Locations have already been altered or changed by the Company in any way the Company will immediately restore the Locations to its original condition which existed prior to the alteration to the complete satisfaction of the Council and bear the costs of so doing

16. This Agreement does not constitute planning permission highway permissions or listed building consent. If such permission or consent is condition which existed prior to the alteration to the complete satisfaction of the Council and bear the costs of so doing

16. 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 Bristol Film Office prior to the commencement of this Agreement

17. The Council for itself and its officers servants and duly authorised agents reserves the right of entry to any part of the Locations at all times for inspection or any other reasonable purpose

18. The Council shall be entitled to terminate this Agreement upon giving reasonable oral or written notice at any time before or during the Agreement period if the Company fails to observe the requirements of any of the terms and conditions herein

19. 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 the Council may cancel the Agreement by giving to the Company notice of cancellation not less than 1 week prior to the Location Period

20. If the Filming is cancelled by virtue of the provisions of Clause 15 the following conditions shall apply

(a) If the Company cancels by giving more than 48 hours prior written notice the Company shall be liable to pay the Council a sum of up to £250 to compensate the Council for administration costs unless the Council has not incurred any such costs in which case it shall waive payment of such sum

(b) If the Company cancels by giving less than 48 hours prior written notice the Company shall pay a sum to be agreed with the Council (which in any event shall be no less than the administration fee of £75 and shall not exceed 50% of the Fee for the Locations 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)

21. 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

22. The Council will not be responsible for any loss or damage suffered in the event of the Locations not being available by reason of accident adverse weather war or civil commotion Royal demise force majeure strike lock out or other like cause

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

Part 3

SCHEDULE OF CONDITIONS

1. Location Preparation

1.1 Unless agreed in writing by the Council the Company shall not have access to the Locations prior to the Location Period

1.2 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

1.3 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

1.4 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

1.5 No signs or other decorations shall be displayed outside any part of the Locations without the previous written consent of the Council

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

1.7 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. The Company shall pay for any damage including accidental damage 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

1.8 A Schedule of Condition of the Locations before the Filming takes place shall be agreed between the Council and the Company and signed prior to the commencement of this Agreement and shall be used to determine the Company's liability for the reinstatement of the Locations under Clause 1.7

1.9 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

1.10 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

1.11 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

1.12 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

1.13 Any structures permitted by the Council shall not be erected for a period exceeding 10 consecutive days

2. Advertising

2.1 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

2.2 The Council reserves the right to require the Company to withdraw or remove any advertising material hoarding or any other promotional material or for the Council to withdraw or remove itself any such material which it deems to be inconsistent with the Council's policies

2.3 The Council may erect banners or other such material as it so decides at the Filming indicating its support for the Filming and to distribute promotional material advertising services provided by the Council

3. Payment of Fees

3.1 The Company shall be personally liable for the payment of the fees stated in the Location Agreement

4. Licences and Consents

4.1 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

4.2 The Company shall indemnify the Council against any loss or liability howsoever caused in respect of any breach or non-observance of any statutory obligation

4.3 The Company shall if applicable apply for Occasional Public Entertainment Licence no less than 2 months in advance of the date of the Filming to the relevant licensing authority complying with statutory timescales (including the placement of public notices) and abide by all conditions recommended by the Police the Licensing Authority the County of Avon Fire Service and the Avon County Ambulance Service HQ

5. Audience Control

5.1 During the Location Period the Company shall be responsible for: 5.1.1

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

5.1.2 Safety within the Locations and the preservation of good order and decency therein

5.1.3 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

5.2 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

5.3 The Company shall consult with the Police the County of Avon Fire Service and the Avon 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

5.4 The Company shall observe and ensure any sub-contractor engaged at the Filming observes all statutory requirements orders and regulations applicable to the provision of catering services and in particular:

(a) The Food Safety Act 1990

- (b) The Food Hygiene (Market Stalls and Delivery Vehicles) Regulations 1966
 - (c) The Food Hygiene (General) Regulations 1970
 - (d) The Food Hygiene (Amendment) Regulations 1990
 - (e) The Employment of Children Act 1993
 - (f) The Employment Act 1989
 - (g) The Code of Practice for outdoor catering issued by the Council
- 5.5 The Company shall ensure that the Food and Safety Team of the Council's Health and Environmental Services Directorate receives a list of all sub-contractors supplying or selling food at the Filming no less than 28 days prior to the commencement of the Location Agreement Period
- 5.6 The Company shall indemnify the Council against any loss or liability howsoever caused in respect of any breach or non-observance of the said Acts or Regulations
- 5.7 The Company shall observe and ensure any subcontractor permitted to provide services at the Filming adheres to the Health and Safety at Work etc. Act 1974 and all subsidiary Acts and Regulations applicable to the safety of themselves their employees and other persons at work and members of the public
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- 5.8 Liquefied Petroleum Gas (L P G) shall be used stored and handled in a safe manner in accordance with guidance from supplies and to the satisfaction of the Council's Director of Health and Environmental Services
- 5.9 Proposals to use special effects and pyrotechnics shall be notified to the County of Avon Fire Service and the Bristol Film Office at least 14 days before the Location Period
- 5.10 Particularly hazardous activities (e.g. stunts involving people, vehicles or machinery etc.) shall be notified to the Bristol Film Office at least 14 days before the Location Period
- 5.11 Ticket sales at any entrance to the Locations are not permitted without the prior written consent of the Council
- 5.12 The selling of any goods at the Filming is strictly prohibited without the prior written consent of the Council
- 5.13 The Company shall not permit within the Locations any form of illegal gambling or the taking or placing of bets
- 5.14 If the Company fails to observe and perform any one or more of the stipulations contained in this Clause 6 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 Company whatsoever

6. Noise Control

6.1 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 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

7. Council's Liability

7.1 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

7.2 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

7.4 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 of the Council or its employees

8. Motor Vehicles

8.1 Except where specifically agreed by the Council motor vehicles shall not be permitted on the Locations

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

8.3 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.

8.4 The Council will issue to certain of its Officers vehicular passes which entitles the vehicle to which each is attached together with its passengers free and unrestricted access to all areas of the Locations and the Company shall ensure that all stewards and attendants employed at the Filming facilitate such access.

9. Concessions

9.1 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.

10. Alcohol Sales

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

11. Byelaws

11.1 The Company shall comply with all byelaws relating to the Locations which can be inspected at City Hall.

12. Sub-Contractors

12.1 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.

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

13. Animals Birds and Fish

13.1 The Company shall not permit any performance or demonstration by animals at the Filming and any performance approved by the Council shall be undertaken under the supervision of properly skilled animal handlers in strict conformity with best practice in animal welfare.

14. Bonds

14.1 The Council reserves the right to require the Company to deposit a Bond to a value determined by the Council in advance of the Location Period and the Bond will be returned to the Company subject to such deductions as are due under the Location Agreement within 28 days of the end of the Location Period.

15. Waste and Litter Control

15.1 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.

16. Safety

16.1 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 in particular:

(a) All hand held equipment shall be protected by 30mA Residual Current Devices

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

(c) Lighting and other equipment must not cause a hazard to the general public. Cables should be

flown to a height of 2.6m above the footway and 5.2m above the carriageway or covered with matting when crossing pavements and cable ramps must be used when crossing highways

(d) Where appropriate warning cones and hazard tape should be used

(e) No danger or annoyance should be caused by the dazzle of lights

(f) The completed temporary installation shall be inspected by a competent person and an Electrical Certificate provided in the form prescribed by the Institute of Electrical Engineers Wiring Regulations prior to the commencement of the Filming

16.2 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

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

16.4 The Company shall appoint a Filming Safety Coordinator who will be responsible for the planning and coordination shall have ultimate authority over all personnel and sub-contractors and throughout the preparation stages and the Filming itself in regard to matter of health and safety

If you have any queries regarding this Location Agreement, please contact Bristol Film Office during office hours: T: +44 (0) 117 9223958 E: Bristolfilmoffice@bristol.gov.uk