

Licence Fees

The Licencee 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.

Terms of the Licence

1. Subject to the terms of this Licence Agreement, the Council hereby grants the Licencee a revocable, non exclusive, non transferable licence to use the Location (s) 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 Licencee, 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(s) is legally, physically or otherwise fit for any specific purpose.
4. The Council confirms that Cardiff Film Office ("CFO ") is authorised to enter into and manage this Licence Agreement on behalf of the Council and that the rights and permissions granted herein reside with the Council.
5. The Licencee shall have the right to represent the Location(s) as another real or fictional place, or by the prior written consent of the Council to represent the Location(s) under its proper title.
6. All rights to the films and photographs taken at the Location(s) shall vest in the Licencee. The Licencee shall have the right to exploit and exhibit the film with, or without the scenes photographed at the Location(s), in any medium now known or hereafter devised, without restriction.
7. Time shall be of the essence for all the purposes of this Licence Agreement.
8. The rights granted to the Licencee under the terms of this Licence Agreement are not assignable (except the rights outlined in clause 6, regarding the exploitation of the film, which are assignable at the Licencee's discretion).
9. If at any time the Licencee fails to comply with the terms and conditions of this Licence Agreement and having been notified of such failure, continues to act in breach of the same, the Council (or CFO acting on the Council's behalf) reserves the unfettered right, to revoke this Licence Agreement forthwith.
10. Nothing contained in or implied by this Licence 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 Licencee, 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 Licence Agreement.
12. A person who is not a party to this Licence Agreement may not enforce any of its terms under the Contracts (rights of Third Parties) Act 1999.
13. This Licence Agreement is governed by English and Welsh law and the English and Welsh 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 procedure set out in clauses 14,

16 below.

14. If any dispute arises in connection with the Licence Agreement then senior representatives of the parties with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

15. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party. The mediation will start not later than twenty eight (28) days after the date of the ADR notice.

16. No party may commence any court proceedings until it has attempted to settle the dispute by mediation, provided that the right to issue proceedings is not prejudiced by a delay.

Licencee's undertakings

17. To indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising as a direct result of the activities of the Production or any breach of any of the obligations in this Licence Agreement by the Licencee.

18. 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 Council and the Licencee to third parties (including for the avoidance of doubt employees of the Council and the Licencee) arising out of, or in connection with, the use of the Location(s) by the Licencee and to produce, or demand, evidence of this insurance.

19. 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).

20. To permit the Council and/or its employees and/or agents to inspect and monitor the arrangements made by the Licencee for the proper supervision of the Location(s) and to fully cooperate with any such person(s) at all relevant times.

21. 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.

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

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

24. To deal with any complaints promptly, courteously and efficiently and promptly notify the Council in writing of any serious complaints received and the steps you have taken in response to them.

25. Not to do, or permit or suffer to be done, anything to 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.

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

27. Not to make alterations or additions to the existing fabric design or lay out of the Location(s) or any of its facilities or services except as expressly permitted by

this Licence 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).

28. Not to undertake any publicity or place any advertisement referring to the Council without our prior written agreement.

29. To immediately notify CFO of any damage to or harm suffered by any Location(s), and to make good the Location(s), or any insurance effected on it.

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

31. Not to make alterations or additions to the existing fabric design or lay out of the Location(s) or any of its facilities or services except as expressly permitted by this Licence 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).

32. Not to undertake any publicity or place any advertisement referring to the Council without our prior written agreement.

33. To immediately notify CFO of any damage to or harm suffered by any Location(s), and to make good to the reasonable satisfaction of CFO any such damage or harm within 14 (fourteen) days of it being notified to CFO.

34. The Licencee 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 Licencee fail to do so, CFO may remove and/or dispose of any such equipment, goods, rubbish or litter at the Licencee's expense and the cost of any such removal and/or disposal shall be payable by the Licencee to CFO on demand.

35. At all times, whilst in occupation of the Location(s), the Licencee 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 Licencee will provide a copy to CFO of any relevant or required risk assessments before filming begins. If requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Licence Agreement (e.g., responding to a request under the Freedom of Information Act 2002).

36. The Licencee agrees to abide by the Film Maker's Code of Practice, as produced by CFO, a copy of which is available on request from CFO.

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

38. The Licencee shall be entitled to cancel this Licence Agreement at any time before filming takes place providing CFO receives written notification of this cancellation before the Permitted Time (a clear email or text message sent to CFO is acceptable for this purpose). If the Licencee fails to notify CFO in writing of any such cancellation before the start of the Permitted Times, then the full Licence fee shall be payable.

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

40. If any term of the Licence Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or

unenforceable, such term shall be deemed to be severed from the Licence Agreement and this shall not affect the remainder of the Licence Agreement which shall continue in full force and effect.

41. These Terms and Conditions represent the entire Licence Agreement between the parties in relation to their subject matter save that nothing in this clause 41 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

42. By accepting this licence, the licensee confirms that they have read and understood the Terms and Conditions of this licence, and agrees to abide by those terms and any site specific guidelines drawn to their attention.

If you have any queries regarding this Licence Agreement, please contact Cardiff Film Office Monday – Friday on: 02920 788562 during office hours which are 09.00 – 17.00. Queries can be emailed to: ali.yassine2@cardiff.gov.uk