

1. These Terms are for use on the Council's Film Location Booking web-site which are reproduced on <https://app.apply4.com/filmapp/uk/blackpark>
2. These Terms comprise the Film Location Licence that comes into effect between the Council and the Producer on the date that the Producer submits its application and indicates its consent to these Terms. For the avoidance of doubt, where any of the Producer's personnel applies and consents on behalf of the Producer, they shall be deemed to have the requisite authority to do so, and shall bind the Producer. Notwithstanding, Permitted Use and occupation of the Film Location by the Producer is only permitted under the Film Location Licence as from the Preparation Start Date described in the Booking Form and not earlier.
3. These Terms permit the use by the Producer of the Film Location for the purposes of the Film, such use comprising dressing, rehearsal, filming, photographing and recording of the exterior and where applicable, interior of the Film Location ("Permitted Use"). Such use is restricted to the area marked on the Location Plan and in the Photographs uploaded and approved through the application website. No tenancy is implied in favour of the Producer by virtue of the Permitted Use and the Producer's occupation of the Film Location is excluded from the terms of the Landlord and Tenant Act 1954 Part II.
4. If the Permitted Use is not completed within the Shoot Start Date and the Shoot End Date ("Shooting Period") as described on the Booking Form, the Producer shall only be entitled to return to the Film Location to continue filming or to photograph or re-shoot footage for a time ("Extended Period") agreed in writing between the Producer's Location Manager and the Council's Parks Manager subject always to an additional fee for the Extended Period computed on a pro rata basis at the same rate as the Licence Fee ("Extended Period Licence Fee"). These Terms shall apply to the Extended Period.
5. Subject to the Terms above and below, the Council grants the Producer a licence to use the Film Location(s) for the Permitted Use during the Permitted Times ("Film Location Licence"). The duration of the Licence is for the period between the Preparation Start Date and the Shoot End Date or alternatively if the Shoot overruns, the Shoot End Date until the end of any Extended Period agreed in writing between the Parties. The Licensee's Location Manager must agree the dates and times of all filming activities with the Council's Park Manager and shall not without prior agreement in writing of the Council's Park Manager vary the dates or times of the Producer's Use and activities. This is essential to avoid a clash of activities by different groups in the Park which would otherwise give rise to inconvenience or hazard to other Users of the Park.
- 6.1. In consideration of the rights granted under the Film Location Licence the Producer agrees to pay all of the Council's Fees for the Film Location Licence without deduction or set-off plus VAT (if applicable), such fee to be payable as provided in this clause. Such Film Location Licence Fees will be charged for the Producer's use and occupation of the Site and shall be charged at the prevailing rate set by the Council from time to time at the time of the Booking and shall include all of the various fees referred to elsewhere in these Terms including but not limited to the Additional Fee, Surcharged Licence Fee or Extended Period Licence Fee and Additional Parking Charges, the Council's administrative costs, outgoings, expenses and charges and any overtime, or taxes otherwise incurred by the Council as a result of the Producer's use of this Film Location ("Film Location Licence Fee").
- 6.2. The a Film Location Licence Fee may be claimed by the Council either online, or by invoice (by post or e-mail or otherwise delivered by hand letter) before and after the Shooting Period or as the amounts due to the Council become apparent both during the Shooting Period or Extended Period.
- 6.3. The said Film Location Licence Fee is payable as required online or within 30 days of the date on which any relevant invoice is delivered to the Producer by the Council such date of delivery being determined by the manner of delivery in accordance with clause 29.

6.4. The Film Location Licence Fee shall be payable to Buckinghamshire County Council online. VAT at the current rate shall be charged in the relevant invoice. Interest shall be payable on any late payment at the statutory rate under the Late Payment of Commercial Debts (interest) Act 1998.

6.5 In the event of the Producer not taking up the Permitted Use during the Shooting Period or only shooting for part of it the Council shall be entitled to either retain any Film Location Fee already received in its absolute discretion and/or to recover its actual expenses incurred because of the Producer's Booking from any Film Location Fee already paid or if not yet paid by means of an invoice for such expenses which are to be regarded as part of the Film Location Licence Fee referred to elsewhere in these Terms.

7. The Producer shall give the Council immediate vacant possession of the Film Location when the Shooting Period or Extended Period ends.

8. All or any alterations, additions or changes that the Producer makes to the exterior or the interior of the Film Location for the purposes of the Film must be agreed in writing between the Council's Park Manager and the Producer's Location Manager. The Producer's Location Manager must also first consult with, and agree in writing any additional such alterations, additions and changes, the necessity for which becomes apparent during filming.

9.1 The Producer shall re-instate and make good any damage to the Film Location and those buildings on it howsoever arising during the Permitted Use before vacating the Film Location, the Agreed Route and Country Park. These must be left free of all personnel, equipment, vehicles, sets and facilities and debris relating to the Permitted Use. The Producer shall keep and leave the Film Location in a clean and tidy condition. This obligation shall include the Producer's provision throughout the Shooting Period, of dirty water bowzers for the caterers it uses and suitable enclosed bins/skips for the deposit of all waste and litter and to ensure the said waste and litter is collected on a regular basis and before the Producer vacates the Film Location.

9.2 Should the Film Location not be left in such a re-instated and clean and tidy condition, or should the Country Park not be left as described in this clause then the Council shall be entitled to surcharge the Producer an additional 50% of the Film Location Licence Fee ("Surcharged Fee") or to charge the Producer an Additional Post Vacation Fee (whichever is greater) representing the cost of the such re-instatement, cleaning or tidying by the Council.

10. The Film Location Licence which is granted by virtue of the Booking and these Terms are subject at all times to the right of the Council and its authorised Officers to enter onto the Film Location and Agreed Route when reasonably necessary in a manner that minimises interference with the Producer's Permitted Use where reasonably possible. The purpose of such entry shall be for the management of the Film Location and the Country Park in which it is located and the Producer shall be given notice prior to such entry by mail or otherwise in writing (save in the case of emergency when no notice need be given).

11. The Producer shall ensure that no reputational damage arises to the Council or the name of the Council or location as a result of the Permitted Use.

12. Throughout the Shooting Period (which shall for clarity include any pre-shoot activity such as set dressing and mobilisation activity) the Producer shall ensure that it provides sufficient security at the gate being used to access the Country Park and appropriate levels of security throughout the Film Location and separating the Country Park from the Film Location and all such security personnel shall wear high visibility jackets and identification badges. The Producer's gate security officers shall ensure that the Gate is closed at all times and that the registration numbers for all vehicles driven in and out of the Country Park (and where necessary its car park) are recorded and shall record any other details required in writing by the Council's Country Parks Manager.

13. At least 7 days before the period during which the Film Location is used for the Permitted Use and before entering the relevant Country Park and Film Location, the Producer shall provide the Council with a written statement of all proposed activities related to the production occurring on the Film Location. The Producer shall consult with the Council's Park Manager and obtain his or her approval in writing as to the number and nature of the personnel, equipment, vehicles, sets and

facilities which it proposes to bring onto the Location. In the absence of such consultation the Council shall be entitled to require the removal of such personnel, equipment, vehicles, sets and facilities without liability to the Producer or to remove them itself and to recover its expenses by way of the Film Location Licence Fee.

14. At least 7 days prior to the Producer's entry into the Film Location for the Permitted Use and without prejudice to clause 15, the Producer's Location Manager and Council's Park Manager will agree in writing and map a route through the Country Park ("Agreed Route") allowing the Producer vehicular and pedestrian access and exit to the Film Location for the purposes of the Shooting Period and any Extended Period.

15. At least 24 hours prior to bringing vehicles and equipment into the Country Park the Producer's Film Location Manager shall provide the Council's Country Parks Manager with a list of those vehicles and equipment that will be brought onto the Country Park and the Film Location for the purposes of the Permitted Use. Should the Country Parks Manager object to the entry of any of the vehicles or equipment then they must not be brought onto the Country Park or Film Location. The Council reserves the right to enter onto the Film Location and to remove any vehicles or equipment brought into the Country Park or the Film Location in breach of this clause and the Council shall be entitled to recover from the Producer its expenses by way of the Film Location Licence Fee.

16. The Producer will ensure that whilst occupying the Film Location no more than a pre agreed number of private vehicles as agreed in writing between the Parties will be allowed onto the Film Location (for the Director, Producer's Location Manager and three others). All other private vehicles must be parked in the public car park at the Country Park and will be subject to the parking charges that prevail there. Passes will be issued for these vehicles and the Producer shall pay the public car parking fee as part of the Licence Fee. The Film Location Licence Fee shall also include a daily charge of £75.00 for any unauthorised vehicles at the Film Location ("Additional Parking Fee").

17. Subject to the Council's receipt of Contact Details for the Producer's marketing and publicity department and the provision on request from the Council of up to ten (10) production stills of the locations filmed in the Film Location and Country Park for use in Council and Parks publicity material after the Film's release date free of charge, for its publicity, tendering, promotion or information purposes, or as approved by the Producer in writing. The Council acknowledges that the Producer shall own the copyright and all other rights in the products of photography, filming and recording made of exterior of the Film Location and where relevant its interior in film or still photographs during the Shooting Period and in all publicity and advertising materials, book, merchandise and other copyright works relating to the Film or any of its characters. The Producer may change the name of the Film Location as it is represented in the Film.

18. The Producer or its employees agents sub-contractors or appointees shall not carry out any activity which may cause nuisance or annoyance to the Council its employees or agents or to persons using the Country Park or members of the public passing by or in the vicinity of the Film Location or Agreed Route or anyone else otherwise affected by the Permitted Use or by its breach.

19. The Producer shall maintain a third party public liability indemnity policy in a sum of not less than 10 (ten) million pounds per incident; and employee liability insurance policy in the sum of not less than 5 (five) million pounds per incident and shall maintain sufficient professional indemnity, vehicle and commercial insurance to satisfy the indemnities referred to in the clause below. The Producer shall supply proof to the Council at the start of the Film Location Licence and thereafter on demand a copy of the said insurance policies and proof of the payment of the relevant premiums. For the avoidance of doubt the Producer's liability to the Council by virtue of the indemnity clauses below shall not be limited to the amount of the said insurance policies.

20. The Producer shall indemnify and keep indemnified the Council in full from and against all costs, charges, and claims, liability, demands and expenses whether in respect of the death or injury of any person or the damage or destruction of any property (whether real or personal) howsoever arising as a direct or indirect result of the Permitted Use and rights thereby permitted and granted

or the breach of its obligations under these Terms or its neglect except such as shall arise from the direct negligence of the Council.

21. The Council's financial liability in respect of any loss or damage suffered by the Producer and arising out of or in connection with the Booking whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall not exceed the amount by which the Council is insured for the purposes of this Film Location Licence. The Council shall produce proof of such insurances to the Producer on demand.

22.1 The Producer shall not do any act matter or thing which would or might constitute a breach of any statutory requirements or of these Terms in respect of the health or safety of those on the Film Location or in the Country Parks or the vicinity of these areas and in particular to ensure that all filming and ancillary activities undertaken by the Producer and his employees, agents and any others at the Film Location are carried out in accordance with the Health and Safety at Work Act 1974, and regulations made under it and any other related UK legislation and relevant codes of safe practice (and their successors) . The Producer is required to supply a signed and dated copy of the health and safety policy statement to the Council on demand. This must have been reviewed within the last twelve months.

22.2 In accordance with The Management of Health and Safety at Work Regulations 1999, the Producer shall carry out a risk assessment for their proposed film activities, location and access/egress routes from the Film Location including the Agreed Route in order to ensure safety of those including members of the public, County Council Officers and the respective employees, contractors and others engaged by the Producer or the Council.

22.3 The Producer is required to provide a copy of the risk assessment to the Council at least 7 days prior to commencing the Permitted Use together with Method Statements dealing with those hazards/risks identified by its risk assessments. The Producer shall ensure adequate emergency precautions are taken and approved by the Council.

22.4 The Method statements shall include an emergency plan, which shall take account of the relevant risk assessment and emergency information noted within the Producer's risk assessment or provided by the Council. This will include the names, addresses and emergency contact numbers for the permanent onsite Producer's representative and any other contractors or associated production staff working on site.

22.5 The Producer will ensure that any water based activities at the Film Location or within the Country Parks where permitted will be continually supervised for their duration by the relevant number of lifeguard/s. The Producer and the lifeguard/s will report to the Country Park Centre prior to the commencement of each shoot. The safety precautions taken by the Producer shall comply with national standards for the water-based activity and will at all times operate under the relevant safe codes of practice. The Producer will guarantee that the lifeguard/s has/have any additional equipment required as highlighted within the Producer's risk assessments and method statements.

22.6 The Producer is required to carry out safety inspections and to take all safety measures that it is required by law to film underneath and or in/around trees. The Producer shall pay the Council at least £650.00 per incident of damage to trees or tree roots on the Film Location Site and the Agreed Route.

22.7 Should the construction of sets at the Film Location require the application of the CDM Regulations the Producer shall notify the Council of the name, address and contact phone number of:

- A. The Planning Supervisor
- B. The Principal Contractor
- C. Any Sub-contractors

The Council reserves the right to refuse any of the above or any other persons working on its Film Location, if for any reason, before or during the work it has reason to believe they are not or will not act in a safe and competent manner.

22.8 The Producer shall observe such reasonable rules and restrictions made by the Council with regard to the use of the Film Location.

22.9 The Council reserves the right to require amendments to the said Method Statements and Emergency plans or any activity that is likely to cause a hazard to any person or property for any reason in the absolute discretion of the Council's Country Parks Manager.

22.10 The Council reserves the right to immediately stop, prevent or restrict any filming in the event that in the reasonable opinion of the Council the Producer is in material breach of any of its obligations of this Licence or a situation or incident has or is likely to occur including but not limited to injury to persons, damage to buildings or their content or trees or vegetation or the surrounding environment or the excessive and unreasonable use of vehicles. In any such case no refund of the Licence fee shall be due to the Producer.

23.1 The Council agrees that:

(a) it owns or manages the Film Location and is entitled to lawfully grant to the Producer the right to enter the Film Location and photograph and record all and any part of the Location including names, signs and identifying insignia of the Film Location with such personnel and equipment as are permitted by the Council in accordance with these Terms;

(b) subject to these Terms it shall not interfere with filming;

(c) neither it nor any person for whom it is responsible will take any photographs or recordings of the Producer's activities at the Film Location or of any personnel engaged on the Film unless expressly permitted to do so by the Producer's Film Location Manager;

(d) save as permitted by these Terms or with the Producer's consent or to the extent that the information is not already in the public domain, it shall not make any disclosure nor supply any information to any third party relating to the Film or to the Producer's general affairs;

(e) save as permitted in these Terms it shall not refer to the Producer's use of the Film Location in any marketing, branding or promotions without the prior written consent of the Producer nor in any event before the first broadcast or showing of the Film.

24.1 To the extent that the Council's rights and rights of enforcement under these Terms are not prejudiced as against the Producer or the assignee, mortgagee or chargee, the Producer may at any time assign, mortgage, charge, any or all of its rights under these Terms.

25. No variation of this agreement shall be effective unless it is in writing and duly signed by the Council and the Producer (or their authorised representatives).

26. The Producer shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, comply with the such policies relating to ethics, anti-bribery and anti-corruption as the Council may provide to the Producer and update from time to time have and shall maintain in place throughout the Permitted Use its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will comply with them; promptly report to the Council's Monitoring Officer and Auditors any request or demand for any undue financial or other advantage of any kind received by the Producer in connection with the Permitted Use

27.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27.2 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

28. Any invoice notice or other communication given by one Party to the other Party under or in connection with the Film or these Terms shall be in writing and shall be either:

(a) delivered by hand. Delivery will be deemed to occur on the date of delivery; or

(b) by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Delivery will be deemed to occur on the second day of delivery; or

(c) or by e-mail to the e-mail addressed for the Producer's Location Manager or the Council's Country Parks Manager as stated on the Booking Form. Delivery will be deemed to occur on the date of dispatch.

29. In the event of any dispute between the Parties arising from the Booking of the Film Location or these Terms the Parties acting in the first instance by the Producer's Location Manager and the Council's Country Parks Manager shall meet promptly to discuss the dispute and shall cooperate in good faith to resolve the dispute. If the dispute remains unresolved it shall be referred for resolution to the following before the Parties resort to legal action to settle the dispute in the following order:

(a) the respective Managers for the Producer's Location Manager and the Council's Country Parks Manager; then

(b) if both Parties agree mediation via a professional mediation body with both Parties sharing the cost of such referral unless otherwise ordered by the Mediator.

30.1. Each Party undertakes that it shall not at any time after the final use of the Film Location disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party . Each party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Booking Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information complies with clause 31

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

30.1.1 The Producer acknowledges that the Council is subject to the requirements of the FOIA and the EIR. The Producer shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIR;

(b) transfer to the Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

(c) provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

(d) not respond directly to a Request For Information unless authorised in writing to do so by the Council

30.1.2 The Producer acknowledges that the Council may be required under the FOIA and EIR to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Producer. The Council shall take reasonable steps to notify the Producer of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR .

30.2 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Booking

31. This Booking and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Booking or its subject matter or formation.