

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.

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 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 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(s) 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 landowner's consent for any filming or associated activity which may take place.
4. The Council confirms that Havering Film Office (HVFO – FilmFixer Ltd, hereafter referred to as HVFO) 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. All rights to the films and photographs taken at the Location(s) shall vest in the Producer. The Producer 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. The grant of rights to the Producer under this Agreement shall be irrevocable and shall not be subject to reversion, rescission, termination, injunction or any other equitable relief. The Council's (or HVFO's acting on the Council's behalf) rights in circumstances of any breach or repudiation of this Agreement by the Producer or any third party shall be limited to the Council's (or HVFO's acting on the Council's behalf) right to recover damages in an action at law. In no circumstances shall the Council (or HVFO acting on the Council's behalf) be entitled to injunct, interfere with, inhibit, enjoin or restrain the development, production, distribution, exhibition or other exploitation of the Film or any allied and ancillary rights thereto (including any advertising and publicity relating to the same).
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 film, 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 HVFO acting on the Council's behalf) reserves the unfettered right, to revoke this Agreement forthwith.
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 HVFO 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 HVFO 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 (drone) unless agreed separately in writing.

17. To permit the Council and/or its employees and/or representatives (HVFO) 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 film or production that is the subject of this Agreement, or who are members of the cast of that film or production.

24. 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 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 Council without our prior written agreement.

26. To immediately notify HVFO of any damage to or harm suffered by any Location(s), and to make good to the reasonable satisfaction of HVFO any such damage or harm which is caused by the Producer within 14 (fourteen) days of it being notified to HVFO.

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, HVFO 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 shall be payable by the Producer to HVFO 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. Specifically the Producer agrees to appoint a Senior Person Responsible (SPR) for any electrical safety inspection as required under BS7909, and to ensure that risk assessments are prepared by suitably qualified persons.

29. 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 HVFO. Where there is any conflict between the Film London Code of Practice and this Agreement, this Agreement will prevail.

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

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

32. 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, agents or contractors and/or any person(s) associated with the Producer.

If you have any queries regarding this Agreement, please e mail info@Haveringfilmoffice.co.uk or call Havering Film Office on 0207 620 0391 during office hours or 07919 002 115 at any other time.