

TERMS AND CONDITIONS OF FILM LICENCE

1. DEFINITIONS

1.1. In this Agreement unless the context shall otherwise require the following words and expressions shall have the following meanings:

"Appendix" means the appendix appended hereto.

"Location" means the location as set out in the Appendix.

"Licensee's Representative" means the person named in the Appendix and engaged or employed by the Licensee to liaise with the Council in relation to this Agreement.

"Feature/Documentary" means the feature/documentary as set out in the Appendix.

"Licence Fee" means the licence fee set out in the Appendix being the fee payable by the Licensee to the Council in consideration of the licence to use the Location for the Licence Period.

"Licence Period" means the licence period set out in the Appendix.

"Permitted Use" means the permitted use set out in the Appendix.

"Production" means any production in respect of any particular Recording.

"Recording" means the filming and/or video tape recording or the recording in any other medium by the Licensee of Scenes at any particular Location.

"Scenes" means those scenes within the Shooting Script in which the Location are to be included.

"Shooting Script" means the final script from which any particular Recording is made.

2. FILMING LICENCE

2.1. The Council hereby grants to the Licensee the following exclusive rights in respect of the Recording:

2.1.1. To use the Location throughout the Licence Period for the purposes of recording in connection with the Production; and to create photography, video, film, tape, and any other visual and sound recordings of the Location (or any part thereof).

2.1.2. To take still photographs for use either in the Production or in publicity for the Production or otherwise.

2.1.3. In fictional situations, to represent the Location as being either another real place or a fictional place according to the requirements of the Shooting Script, but on no account to identify the Location under its proper title in the Production or otherwise.

2.1.4. To incorporate the Scenes in any versions of the Production either as a sequence on its own or preceded interlaced or followed by such other scenes as the Licensee may require.

2.1.5. To reproduce, exploit and exhibit the Production with or without the Scenes which may be modified or digitally reworked in any language, manner and medium without any restriction whatsoever.

2.1.6. The Council accepts that the entire copyright and all other rights of whatsoever nature in all that part of the Production incorporating the Location including but not limited to.

2.1.6.1 all copyrights (and renewals and extensions thereof) including, without limitation, all world motion picture rights (including all rights, titles and interests in television, videocassettes, videodisc, home video, any computer assisted media, video on demand, interactive cable, CD ROM and CDI, and any other device or methods now known or hereinafter devised), and prequel, sequel, remake, merchandising, soundtrack, novelisation, internet and any and all ancillary and allied rights therein; and

2.1.6.2 rights, titles and interests for world showing to paying and non paying audiences and/or for home entertainment whether by means of video cassettes or otherwise, in relation

to the Production will immediately and irrevocably vest in the Licensee its licensees and assigns.

2.2. The provisions of clause 2.1.3 are, as stated, limited to Recordings of fiction. In the case of news items or documentaries where the identification of the location may be significant, relevant and/or appropriate, the Licensee shall exercise its discretion with sensitivity to the needs and welfare of local residents in particular, and may decide to reveal the identity of the location, subject always to the requirement that the Licensee shall, in reaching a decision to identify a location, at all times act reasonably and if in doubt shall consult with the Council 's Representative.

2.3. The Council hereby accepts that the Licensee's editorial decision shall be final and that none of the provisions of this Agreement shall be taken to imply any obligation on the Licensee to broadcast or otherwise publish the Recording either in part or in full that it may make.

2.4. The benefit of the licence to Film as set out in this Agreement is personal to the Licensee and is not assignable and the rights given may only be exercised by the Licensee and its employees and agents; provided, however, that the Licensee may freely assign and convey any and all rights in the Production.

2.5. The Licensee its employees or agents shall not impede in any way the Council, its employees, servants or agents in the exercise of the Council's rights of possession and control of the Location and its contents.

2.6. 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.

2.7. The Council gives no warranty that the Location is legally, physically or otherwise fit for any specific purpose.

3. LICENCE FEE

3.1. The Licence Fee in respect of the Recording shall become due on the date of this Agreement.

3.2. The Licensee shall pay to the Council the Licence Fee (together with any VAT) no less than twenty four (24) hours prior to the commencement of any Recording, unless agreed otherwise by the Council in writing.

3.3. The Licensee agrees to pay all Licence Fees together with any overtime or agreed additional expenses and 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.

4. UNDERTAKINGS BY THE LICENSEE

4.1. The Licensee undertakes and agrees:

4.1.1. that apart from the Permitted Use no alterations or works shall be carried out to the Location without the prior written consent of the Council;

4.1.2. to remove its furniture and all other objects and ensure the restoration of the original contents prior to the expiration of the Licence Period;

4.1.3. to make good at its own cost any damage to the Location arising from its employees or agent's negligence, default or omission;

4.1.4. where required by the Council to reinstate and make good at its sole expense the Location to the condition it was in prior to the Licence Period such reinstatement must be completed to the Council's reasonable satisfaction and within the time specified by the Council;

4.1.5. that unless required by the Shooting Script none of the employees, agents or other persons engaged in the Production will smoke at the Location;

- 4.1.6. to ensure that the employees, agents and other persons involved in the Production will follow the reasonable and lawful instructions of the Council and the Council's Representative;
- 4.1.7. to respect the Council's use and continued occupation of the Location;
- 4.1.8. where required, to provide at its own expense such numbers of security personnel during the Licence Period to guard against any loss or damage to the Location or Licensee's property and or as the Council reasonably deems necessary;
- 4.1.9. to permit the Council and/or its employees and/or agents to inspect and monitor the arrangements made by the Licensee for the proper supervision of the Location and to fully cooperate with any such person(s) at all relevant times;
- 4.1.10. not to park more than any agreed number of lorries or use more than the agreed number of generators at any time, and to park any vehicles only at areas so designated by the Council and not to obstruct access ways or cause the same to become dirty or untidy nor to leave any rubbish on them;
- 4.1.11. in addition to the Licence Fee, to immediately upon demand reimburse the Council on presentation of appropriate invoices for all gas and electricity costs and water rates incurred by the Council as a result of the Licensee's use of the Location during the Licence Period and for all telephone calls made by the Licensee, its employees or agents at the Location and any other costs for goods or services supplied by the Council listed in the Additional Information section of the Appendix;
- 4.1.12. to adopt such safe working methods and security measures as may be appropriate in the circumstances to ensure that the appropriate standard of care is provided to third parties;
- 4.1.13. at all times, whilst in occupation of the Location the Licensee shall comply with all relevant Health and Safety Codes of Practice and legislation that may apply.
- 4.1.14. if required, the Licensee will provide a copy of any relevant or required risk assessments before filming begins.
- 4.1.15. 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).
- 4.1.16. to comply with any and all UK industry, standards and guidance related to this Agreement (including though not limited to the Film London Code of Practice, as amended from time to time).
- 4.1.17. 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.

5. INDEMNITY AND LIABILITY

- 5.1. The Licensee shall hereby be liable for and indemnify and keep indemnified the Council against all liabilities, damages, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise, caused directly by a breach by the Licensee its employees and agents of any material terms and conditions of this Agreement.
- 5.2. The Licensee shall not, however, be liable for any liabilities, damages, cost, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise which are solely caused by and arise directly from any act of negligence by the Council, its employees or Licensee's performing duties within the scope of their employment with the Council.
- 5.3. The Licensee's liability for any of the liabilities set out in clause 5.1 shall be limited to the sum of £5,000,000 in respect of any one incident or related incidents.
- 5.4. The Council's liability for damages, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise, caused directly by a breach by the

Council, its employees of any material terms and conditions of this Agreement shall be limited to the sum of £5,000,000 in respect of any one incident or related incidents.

5.5. For the avoidance of doubt neither the Licensee nor Council seek to limit their liability for death or personal injury.

6. INSURANCE

6.1. The Licensee shall maintain public liability insurance cover in force for the duration of this Agreement with an insurance company with a minimum limit of £5,000,000 in respect of any one incident and the Licensee shall provide evidence to the Council of compliance with this provision within 5 days of written request by the Council and in any event the Licensee shall provide evidence of its compliance with this provision before the commencement of the Licence Period.

7. OPTION TO EXTEND

7.1. Subject to availability and the agreement to pay any additional Licence Fee, the Council hereby grants to the Licensee an option, exercisable by notice to the Council before the end of the Licence Period, to extend the Licence Period in respect of the Recording for such further period as the Licensee may require upon and subject to the terms and conditions of this Agreement.

7.2. The decision to charge an additional Licence Fee for such an extension shall be at the Council's absolute discretion and the Licensee agrees to pay such additional Licence Fee.

7.3. The additional Licence Fee shall be a proportion of the Licence Fee and include any additional costs incurred by the Council. For the avoidance of doubt such additional costs shall be the Council's reasonable costs including though not limited to staffing, use of amenities and services.

8. TERMINATION

8.1. If the Licensee or anyone employed by or acting on behalf of the Licensee:

8.1.1. offers, gives or agrees to give to any person any inducement or reward of any kind in order to facilitate the Recording or any other contract with the Council; or

8.1.2. commits an offence under the Prevention of Corruption Acts 1889 1916 then the Council shall be entitled to immediately terminate this Agreement by giving written notice to the Licensee.

8.2. The Council shall also be entitled to terminate this Agreement with immediate effect by service of a written notice to that effect should the Licensee commit a material breach of its obligations under this Agreement which (if such breach is capable of remedy) is not remedied within the period as specified by the Council in writing.

8.3. In the event that the Council requires the Location to carry out any of its statutory functions, this Agreement shall terminate immediately and without notice. The parties hereby agree that the Council shall not be liable to the Licensee or its employees, agents, contractors or other parties for any costs, damages or expenses whatsoever and howsoever arising or connected to the termination of this Agreement pursuant to this Clause 8.3.

8.4. The Licensee may terminate this Agreement prior to the commencement of the Licence Period by giving the Council written notice of no less than forty eight (48) hours.

8.5. In the event that this Agreement is terminated for whatever reason a refund of the whole or part of the Licence Fee may only be made at the absolute discretion of the Council, though not acting unreasonably or vexatiously.

8.6. For the avoidance of doubt, the Council shall be entitled before refunding any Licence Fee to deduct from the same the Council's reasonable costs and expenses arising from the Licensee's termination of this Agreement or recover the same as a debt from the Licensee.

8.7. The termination shall not affect any right to damages that either party may have in respect of any breach occurring prior to termination.

9. FORCE MAJEURE

9.1. Neither the Council nor the Licensee shall be liable for any breach of their obligations under this Agreement resulting from causes beyond their reasonable control.

10. NOTICES

10.1. All notices shall be in English and made in writing and unless delivered personally shall be sent by email, first class pre paid post (or air mail if sent internationally) or faxed to the addresses or fax numbers notified by the parties to each other at the date of this Agreement.

10.2. A notice sent by email shall be deemed to have been served one hour after dispatch, if dispatched on a working day before 15.00; or in any other case, at 10.00am on the working day after the date of dispatch.

10.3. A notice posted in Great Britain to an address in Great Britain shall be deemed to have been served at 10.00am on the second working day after the date of posting unless proved otherwise.

10.4. A notice sent by fax shall be deemed to have been served two hours after dispatch, if dispatched on a working day before 15.00pm or in any other case, at 10.00am on the working day after the date of dispatch.

11. LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed in accordance with English Law and the Council and the Licensee hereby submit to the exclusive jurisdiction of the English Courts.

12. SET OFF

12.1. Any claims under this Agreement or any other agreement between the parties shall go in liquidation of each other and the balance only will be considered as a debt between the parties.

13. ASSIGNMENT

13.1. The Licensee shall not assign the Agreement or any part of it without the prior written consent of the Council.

14. FREEDOM OF INFORMATION

14.1. Pursuant to the Freedom of Information Act 2000 the Council is subject to additional legal obligations in relation to public disclosure of information.

14.2. The Licensee and the Council shall co operate and assist each other with disclosures under the Freedom of Information Act 2000.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

15.1. Nothing in this Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply hereto.