

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 CFO.

Upon completion of the filming or earlier termination or cancellation of this agreement in accordance with clauses 10 and 11 or clause 46, an invoice shall be sent to the Producer listing all relevant charges and requesting payment. Payment must be received by the date shown on the invoice.

Terms of the Agreement

1. Subject to the terms of this Agreement, the CFO hereby grants the Producer the right 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 CFO 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 the CFO 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 CFO on behalf of 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. Time shall be of the essence for all the purposes of this Agreement.
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 CFO reserves the unfettered right, to revoke this Agreement forthwith.
10. The CFO reserves the right to terminate the filming if it transpires that the proposed subject matter would cause unjustifiable public offence, not be in keeping with the character and quality of the Location or would bring the Council unfairly or inaccurately into disrepute, or if relevant legislation is contravened in any way. The CFO may cancel, delay or end the filming due to the weather, in the interests of public safety and in order to limit any possible damage to the fabric of the Location.
11. In the event that the CFO terminates, cancels, delays or ends the filming in accordance with clause 10, the CFO shall notify the Producer of what fees, if any, are payable to the CFO. The Producer shall pay all fees due to the CFO. The CFO accepts no responsibility or liability for the cancellation, delay, closure or loss of earnings of the Producer, or any other attributable losses or damages suffered or incurred by the Producer.
12. Nothing contained in or implied by this Agreement shall prejudice or affect the CFO's rights, powers, duties, functions or obligations as a local authority.
13. Save in the event that it can be established that the CFO has been negligent, the CFO 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.
14. 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.
15. This Agreement is governed by English law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Producer's undertakings

16. To indemnify the CFO 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 CFO 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.
17. To effect and to maintain public liability insurance in a sum not less than £5,000,000 (Five Million Pounds) in respect of any one incident 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 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.

18. 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 unless agreed separately in writing.

19. To permit the CFO and/or its employees and/or representatives 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 and comply with any directions given by the CFO and/or representatives as to the use of the site arising from such inspection and monitoring.

20. 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 CFO and not to create any unreasonable (in all the circumstances) nuisance or annoyance.

21. The Producer shall notify, in writing, all neighbouring residents and business that may be affected by the filming, at least one (1) week in advance. The Producer shall issue a copy of the letter to the CFO for approval before it is distributed. The Producer shall carry out any public consultation, as required, and shall be liable for reasonable costs as may be incurred as a result of the public consultation. Access to homes and businesses shall be kept clear at all times.

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. The Producer shall comply with instructions regarding the use of parks and open spaces, as notified to the Producer by the CFO.

25. The Producer shall ensure that it provides sufficient first aid cover at the Location during the Permitted Times.

26. The Producer shall ensure that noise is kept to a minimum and, in any event, is in compliance with the provisions relating to noise nuisance under the Environmental Protection Act 1990. If the noise is deemed to be a nuisance, the Producer shall be required to reduce the noise to acceptable levels. The CFO shall be entitled to terminate this agreement with immediate effect due to noise being at an unacceptable level.

27. Should playback be required, the Producer shall seek the CFO's permission.

28. The Producer shall make on and off street parking arrangements (suspended meters, pay and display bays, residents parking and yellow line dispensations) via the CFO at least 7 days before filming. Permission for the suspension of red route restrictions shall be sought from the local police and Transport for London.

29. To deal with any complaints promptly, courteously and efficiently and promptly notify the CFO in writing (e mail) within 24 hours of any serious complaints received and the steps you have taken in response to them.

30. Not to do, or permit or suffer to be done, anything to unfairly or inaccurately injure the reputation of the Location(s) or the CFO, or to cause an offence against any statute, or any regulations made under any statute, or by the CFO, 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.

31. Subject to clause 2, 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.

32. Not to make alterations or additions to the existing fabric design or lay-out of the Location(s) or any of its facilities, signage or services except as expressly permitted by this Agreement and subject to compliance with any additional conditions specified by the CFO (which conditions the CFO shall be entitled to specify in its absolute unfettered discretion). The Producer warrants that it shall use its best endeavours to restore the Location to its original condition (fair wear and tear and loss or damage not caused by the Producer excepted).

33. Where the Producer plans to use cranes, camera cranes, aerial platforms, lighting, lighting towers and/or scaffolding and any scaffold or scaffold towers ("the Equipment"), the Producer shall seek the CFO's prior approval before use of such Equipment and shall obtain the necessary consents for use of the Equipment. The Producer procures that those who use the Equipment are trained, qualified and competent to use it and use it to the correct standard in accordance with Health and Safety legislation. The Producer shall ensure that the Equipment is adequately secured and inaccessible to trespassers.

34. The Producer shall ensure that all stunt work and special effects are approved by the CFO. All stunt work and special effects shall be under the direct control of a competent stunt co-ordinator. The Producer shall provide the CFO with risk assessments and any drawings/details of the stunt work or special effects.

35. The Producer shall ensure that any filming or photography involving children complies with the provisions of the Children Act 1989, Child (Performance) Regulations 1968, Children and Young Persons Act 1963, the Children and Young Persons Act 1963 and all legislation, supplemental legislation and guidance. In accordance with the Management of Health and Safety at Work Regulations 1999 and all supplemental legislation and guidance, the Producer shall ensure that they provide the parents or guardians of any child with comprehensible and relevant information on the risks associated with filming and the preventative and protective measures which have been put in place. The Producer shall ensure that, where appropriate, all employees, contractors and volunteers with access to children and vulnerable persons are successfully checked in accordance with the Disclosure and Barring Service. The Producer shall ensure that where filming involving the employment of children (whether paid or unpaid), that a licence shall be procured from the Council at least 7 before filming begins, in accordance with the relevant regulations.

36. The Producer shall seek permission for the use of animals for filming purposes at the Location. Where permission is granted, the Producer shall ensure that they employ experienced, competent, professional animal

trainers and co-ordinators.

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

38. 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 which is caused by the Producer within 14 (fourteen) days of it being notified to CFO.

39. 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, CFO may remove and/or dispose of any such equipment, goods, rubbish or litter at the Producer's expense and the reasonable cost of any such removal and/or disposal shall be payable by the Producer to CFO on demand.

40. 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 and shall be responsible for the health and safety of his employees, sub-contractors and suppliers, and shall procure their compliance with the relevant Health and Safety Codes of Practice and Legislations that may apply. The Producer shall do nothing which compromises the health, safety and welfare of Council employees, tenants or members of the public. The Producer shall carry out a risk assessment in accordance with the Management of Health and Safety at Work Regulations 1992. The Producer agrees to appoint a Senior Person Responsible (SPR) for any electrical safety inspection as required under BS7909 and in accordance with the CFO's guidance (http://www.richmond.gov.uk/bs7909_guidance_document.pdf), and such test results are to be made available to CFO immediately and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement (e.g., responding to a request under the Freedom of Information Act 2000).

41. The Producer shall procure that all electrical installations shall comply with the requirements of the Electricity at Work Regulations 1989 and all supplemental legislation and guidance. No exposed electrical contacts are permitted and all electrical equipment shall be adequately protected. Isolation and distribution equipment shall be easily accessible and properly identified. All external plugs and sockets shall be a minimum of Ceeform or BS4343 splash proof standard. Circuits shall be protected by a residual current device. All cables shall be made safe as they are laid. Wherever possible, cables shall not run across public walkways. If required to run across a public walkway, cables shall be protected by cable covers/ramps. Where cables are flown, this should be to a minimum of 5 metres above a public highway and 2.5 metres above a footpath. All temporary electrical systems shall be silent running and adequately protected from members of the public.

42. The Producer will provide a copy to the CFO of any relevant or required risk assessments before filming begins. While we may thereafter request that you re-submit such documentation, if considered to be insufficient, you are reminded that the responsibility for the compilation of such documentation remains solely with you, as well as your other non-delegable duty to ensure that the film production is carried out safely. Where appropriate, should the written risk assessment not be received by the CFO prior to filming, the filming shall not be allowed to proceed. The CFO accepts no responsibility or liability for the cancellation of filming due to the Producer not complying with this condition.

43. Traffic management on the highways shall be in accordance with Chapter 8 of the Traffic Signs Manual 1991.

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

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

46. The Producer shall be entitled to cancel this 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). The Producer may be liable for payment of fees if the Producer cancels the agreement and provides the CFO with written confirmation before the Permitted Time, the CFO may waive such fee under its own discretion. If the Producer fails to notify CFO in writing of any such cancellation before the start of the Permitted Times, then the full fee shall be payable.

47. 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 or agents and/or any person(s) associated with the Producer.

48. The Producer shall maintain access and egress at all times for members of the public.

49. If filming in a public place, please notify the MPS Film unit at topsheets@met.police.uk. Due to the volume of notifications/topsheets expected, please e-mail the MPS Film Unit if you consider any need to be brought to our attention.

Please note police supervision may be required if you are planning any of the following: filming with weapons, filming with replica / imitation / airsoft firearms, filming with actors / extras in police uniform, filming with replica / fake police vehicles, filming scenes of crime or violence, filming real or perceived nudity or filming with issues of public safety. The MPS Film Unit publishes two documents each year and both can be downloaded from www.met.police.uk/filmunit. The contact for the MPS Film Unit is filmunit@met.police.uk Tel: 0203 054 5555 or 07768 055 260. The Producer shall ensure that all relevant emergency services have been consulted / informed of the filming at least seven (7) days before filming commences.

50. The Producer procures that it and its employees, sub-contractors, suppliers and representatives shall not divulge to any third party any information, confidential or not, that is not already in the public domain, which

comes into its possession pursuant to this Agreement.

51. Any variation of this agreement, save for variation to clause 17, shall only be valid if agreed in writing between the parties and signed by or on behalf of an authorised representative of each of the parties. Variations by CFO of the Producer's insurance obligations under clause 17 shall be effective if agreed in writing (including email) between the authorised representatives of each of the parties.

52. At all times, whilst in occupation of the Location(s), the Producer will comply with all relevant data protection laws including the General Data Protection Regulations 2018 and the Data Protection Act 2018 and apply to the activities being carried out by himself, his sub-contractors and suppliers, and shall procure their compliance with the relevant data protection laws that may apply. The Producer shall do nothing which compromises the personal data of Council employees, tenants or members of the public and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement (e.g., responding to a request under the Freedom of Information Act 2000).

If you have any queries regarding this Agreement, please email filmrichmond@richmond.gov.uk or call Richmond Council Film Office on 020 8487 5157.