

**In these Terms & Conditions:**

**Enable Leisure and Culture** means the company acting on behalf of the Council

**The Council** means the Mayor, and Burgesses of the London Borough of Wandsworth.

**The Company** means the person named on the application form for filming within Wandsworth Borough.

**The Borough** means the London Borough of Wandsworth.

**Agent** means any sub contractor or supplier employed by the Company.

**Filming** includes stills photography.

**His** means his or her.

**He** means he or she.

**The Film Manager (FM)** means the person, for the time being appointed by Enable Leisure and Culture, to enforce the following Terms & Conditions, and to be generally responsible for matters concerning Enable Leisure and Culture, arising out of the filming within the Borough. The responsibilities of the FM in no way absolve the Hirer from his obligations to Enable Leisure and Culture under any of these Terms & Conditions.

**1. INTRODUCTION**

1.1. Set out below are the Terms & Conditions which regulate filming within the Borough. These Terms & Conditions are designed to protect the interests of the Company and Enable Leisure and Culture and are to the entire exclusion of all other terms and conditions.

**2. APPLICATION**

2.1. All applications for filming within the Borough are to be made on the FilmApp online application form. Wherever possible, the Company shall apply at least two weeks in advance of filming. Shorter periods cannot guarantee any permissions.

**3. CONFIRMATION**

3.1. These terms and conditions are made available at the time of application, during the online film application process. The company agrees to these terms and conditions at the time of submitting the application. A copy of the terms and conditions is sent to the company on acceptance by Enable Leisure and Culture of the application.

**4. INDEMNITY AND PUBLIC LIABILITY INSURANCE**

4.1. The Company agrees to keep Enable Leisure and Culture indemnified from and against all actions claims, demands, costs, losses and expenses, which may be brought or made against it or incurred by it howsoever arising directly or indirectly in connection with the terms of this licence.

4.2 The Company shall ensure that he has Public Liability Insurance Cover of a minimum of £5,000,000 and shall provide the FM with proof of insurance cover on request. If the FM considers that the Company's policy of insurance does not give sufficient cover the FM will require the Company to effect appropriate cover, and the Company will immediately effect such insurance as the FM requires and provide proof.

4.3 The Company shall further ensure that all his Agents have Public Liability Insurance Cover of a minimum of £5,000,000 and shall provide the FM with proof of insurance cover on request

## **5. PAYMENTS FOR FILMING OTHER THAN ON HIGHWAYS OR FOR ON STREET PARKING**

5.1. **Filming Rates:** The Company shall agree to pay the filming rates as laid down by the FM in the invoice sent to the company

5.2. **Additional Charges:** The Company shall agree to pay for all additional services requested of, and provided by Enable Leisure and Culture and the Council.

5.3. **Value Added Tax (VAT):** The Company shall agree to pay any VAT that may be chargeable on any payments.

5.4. **BACS:** BACS payments shall be made to Natwest Bank, 98 Wandsworth High Street, London SW18 4ZD Enable Leisure and Culture, Sort Code: 60-22-28, Account Number: 69669937

5.5. **Cheques:** Cheques shall be made payable to 'Enable Leisure and Culture' and forwarded together with the invoice slip to: Enable Leisure and Culture, Film Office, Battersea Park, London SW11 4NJ.

5.6. **Charge Sheets:** A Charge Sheet shall be sent to the Company listing all relevant charges. Should the Company have any queries, he should contact the FM immediately. An invoice shall be sent to the Company and payment must be received in full before filming commences.

## **6. EQUIPMENT INSURANCE**

6.1. Enable Leisure and Culture accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the filming. Furthermore, the Company shall ensure that any equipment hired from Enable Leisure and Culture is fully insured.

## **7. CLOSURE/CANCELLATION OF FILMING**

7.1. Enable Leisure and Culture reserves the right to terminate the filming immediately, if it transpires that the proposed subject matter may cause public offence, not be in keeping with the character and quality of the Premises or bring Enable Leisure and Culture or the Council into disrepute, or if relevant legislation is contravened in any way.

7.2. The FM also reserves the right to 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 Premises.

7.3. In the case of any such aforementioned circumstances, all fees due will be payable to Enable Leisure and Culture. Enable Leisure and Culture accepts no responsibility or liability whatsoever for the cancellation, delay, closure or loss of earnings of the Company, or any other attributable losses or damages.

7.4. Should the Company cancel the filming, once the licence has been confirmed, it shall be liable to pay all fees, as agreed. It may be possible to reschedule the cancelled filming, at the same fee as previously agreed. The Company shall contact the FM to agree dates.

## **8. HEALTH AND SAFETY – GENERAL**

8.1. The Company shall be responsible for the health and safety of his employees' and Agents', and their compliance with the provisions of the Health and Safety at Work Act 1974, the Environmental Protection Act 1990 and the Environment Act 1995 and all supplemental legislation and guidance. The Company shall do nothing which compromises the health, safety and welfare of employees of Enable Leisure and Culture or the Council, tenants or members of the public.

8.2. The Company shall appoint a competent person to act as the health and safety representative for the duration of the filming.

8.3. The Management of Health and Safety at Work Regulations 1992 require that an assessment of risk is carried out in order to identify any hazards and implement the necessary control measures to reduce the risk, so far as is reasonably practicable. Where it is deemed necessary, the FM shall request the Company to submit a copy of the risk assessment.

8.4. Should the written risk assessment not be received by the FM, where appropriate, prior to filming, the filming shall not be allowed to go ahead.

8.5. Enable Leisure and Culture accepts no responsibility or liability for the cancellation of the filming due to the Company not complying with this condition.

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

## **9. LOCATION PLANNING/CARE OF LOCATION**

9.1. The Company shall consult with the FM regarding use of locations and where technical recces are carried out the FM shall be advised beforehand.

9.2. Where applicable, before any filming commences the Company or nominated Location Manager shall report to the FM or relevant Officer of Enable Leisure and Culture or the Council. While this person will endeavor to assist the Company, they will act promptly on any directive from the FM regarding safety or integrity of the location.

9.3. The Company shall seek permission from the location owner prior to movement or removal of any signs or property belonging to the location. Where permission is granted to remove or disguise signs or property, for filming purposes, these shall be reinstated upon completion of filming, to the satisfaction of the location owner.

9.4. The Company shall provide protective materials or dust sheets, where appropriate, to cover furniture and/or flooring for interior filming.

9.5. The Company shall take reasonable measures to secure against unauthorised entry to the premises.

9.6. The Company shall remove any items and equipment that it brings onto the premises and shall leave the premises in no worse condition than existed when they arrived.

9.7. The Company shall be responsible for making good any damage arising from the use of the location within 14 (fourteen) days. It shall be liable for any costs arising from damage to the location as a direct result of their activities.

9.8. The Company shall agree to abide by the London Code of Practice, as produced by Film London, a copy of which is available on request.

## **10. NOTIFICATION OF AND RESPECT FOR RESIDENTS AND BUSINESSES**

10.1. The Company shall notify, in writing, all neighbouring residents and businesses, that may be affected by the filming, at least one week in advance. The Company shall issue a copy of the letter to the FM for approval before it is distributed.

10.2. The Company shall carry out any public consultation, as required, and shall pay reasonable costs which may be incurred.

10.3. Access to homes and businesses shall be kept clear at all times.

## **11. NOISE LEVELS**

11.1. The Company shall ensure that noise is kept to a minimum, particularly during unsocial hours (10pm-8am). If noise is deemed to be a nuisance, the Company shall be required to reduce the noise to acceptable levels.

11.2. In serious cases of noise nuisance, a notice may be served under the Environmental Protection Act 1990 on the Company. This can lead to a fine of up to £20,000 being levied by a court, following a successful prosecution.

11.3. The Company shall seek permission from the FM in order to film to sound playback.

11.4. Enable Leisure and Culture accepts no responsibility or liability for the termination of filming due to unacceptable noise nuisance.

## **12. VEHICLE PARKING**

12.1. Where possible off street parking shall be sought by the FM for unit base parking, as in many parts of the borough the demand for on street parking spaces has led to the introduction of controlled parking zones. These have prioritised parking for residents and businesses with visitors requiring to 'pay and display'.

12.2. All on street parking arrangements (suspended meters, pay and display bays, residents parking and yellow line dispensations) shall be made at least 7 clear working days in advance of filming for large shoots and applications for no more than 20 meters of bay suspension in one location shall be made at least 5 clear working days in advance of filming.

12.3. Permission for the suspension of red route restrictions shall be sought from Transport for London.

## **13. NOTIFICATION OF POLICE AND OTHER EMERGENCY SERVICES**

13.1. The Company shall notify the Metropolitan Police Film Unit of any filming on streets or in a public place, at least one week in advance.

13.2. The Company shall be responsible for consulting with/informing the necessary Emergency Services prior to the filming.

13.3. The relevant emergency service (fire, ambulance, police) shall be notified where the filming includes any impersonation of officers; staging of crimes, accidents or fires; use of firearms or special effects or use of mock emergency service vehicles.

13.4. The Company shall ensure that a clear route is maintained to allow for access by emergency vehicles at all times.

## **14. STREET FURNITURE, FOOTPATHS AND HIGHWAYS**

14.1. Permission to film on a public footpath or highway shall be sought from the Council's Highways section. The Company is responsible for providing full details of the filming including proposed use of special effects, wetdowns etc.

14.2. The Company shall seek permission, from the Highways section, for the temporary removal of street furniture - including signs, the adjustment of street lighting or the painting out or disguising of road markings. If permitted, the work will normally be carried out by the Council's relevant department and charged to the Company.

14.3. The Company shall be liable for any costs incurred from damage to street furniture as a result of the filming.

## **15. USE OF CRANES, CAMERA CRANES, AERIAL PLATFORMS, LIGHTING, LIGHTING TOWERS AND SCAFFOLDING**

- 15.1. Where it is planned to use this equipment on the public highway/footpath then the Company shall seek permission from the Council's Highways section. A licence shall be required to erect a scaffold or to place temporary materials on the highway/footpath.
- 15.2. Permission to use such equipment on all other Council premises shall be sought from the FM.
- 15.3. The Company shall ensure that those using this type of equipment are trained and competent to use it and in possession of the appropriate qualification, licence or certificate.
- 15.4. The Company shall ensure that any erection and dismantling of scaffolding, or scaffold towers, is carried out, by competent personnel, to the correct design specifications.
- 15.5. The Company shall ensure that systems are in place to prevent people falling from heights or being struck by any part of the equipment or by falling materials.
- 15.6. The Company shall ensure that during filming times the equipment is never left unattended.
- 15.7. Should it be necessary to leave the equipment on location overnight, the Company shall ensure that it is adequately secured and inaccessible to trespassers. Equipment shall not normally be permitted to be left overnight on a highway/ footpath.
- 15.8. The Company shall ensure that, where lights are used, they are placed so that they do not dazzle motorists and they are not shone directly towards residential property (unless prior permission has been sought and granted).

## **16. USE OF ELECTRICITY**

- 16.1. All electrical installations shall comply with the requirements of the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994.
- 16.2. Any production using a temporary electrical systems over 6kVA on Council property or the public highway is required to complete a BS 7909 certificate on the day of the shoot. The certification must be carried out by a qualified and competent electrician. A Senior Person Responsible (SPR, as defined in BS 7909) must be appointed by the production to oversee and manage all electrical safety during the shoot. The contact details of the SPR shall be made available to Enable Leisure and Culture on request prior to filming taking place. In accepting this agreement, the production takes responsibility for following BS 7909 guidelines and carrying out BS 7909 certification. The FM may request a copy of the BS 7909 completion certificates for their own records.
- 16.3. All electrical works carried out by the Company or his Agents shall be carried out by a competent and qualified electrician who shall remain on site for the duration of the filming.
- 16.4. All cables, conductors, plugs and sockets etc shall be of the correct type, compatibility, size, current carrying capacity, and fulfil the legislative short circuit requirements. They shall also be properly insulated for the purpose for which they are intended. Any extension cables used shall be as short as possible and conform to BS EN 60309-2. The amperage of the appliance must be established before connection to an extension cable, and the combined amperage of the appliances connected to the extension cable, must never exceed the amperage at the outlet.
- 16.5. All generators, circuit boards and potentially dangerous installations shall be positioned away from flammable materials and be securely protected so as to deny access to all except competent and qualified employees or Agents.
- 16.6. All generators shall be silent running and properly maintained. The FM reserves the right to shut down any generator in the interests of public safety or if the generator is causing unacceptable

levels of noise or air pollution.

16.7. No exposed electrical contacts are permitted and all electrical equipment shall be adequately protected.

16.8. Isolation and distribution equipment shall be easily accessible and properly identified.

16.9. All external plugs and sockets shall be a minimum of Ceeform / BS4343 splashproof standard.

16.10. All generators shall be silent running and adequately protected from members of the public.

16.11. All cables shall be made safe as they are laid. Wherever, possible cables shall not run across public walkways. If it is necessary to run a cable across a footpath then it shall be protected by cable covers/ramps.

16.12. Where cables are flown this should be to a minimum of 5.2metres above a public highway and 2.6metres above a footpath

16.13. Circuits shall be protected by a residual current device.

16.14. All electrical cabling shall be removed on completion of the Filming.

## **17. USE OF SPECIAL EFFECTS AND STUNTWORK**

17.1. The Company shall ensure that all stuntwork and special effects (including weather effects and wetdowns) are under the direct control of a competent stunt co-ordinator.

17.2. Where it is planned to use stunts or special effects on the public highway/footpath then the Company shall seek permission from the Council's Highways section.

17.3. Permission to use stunts or special effects on all other Council premises shall be sought from the FM. Copies of risk assessments and any drawings shall be issued to the FM in advance and on request.

17.4. The Company shall notify the relevant emergency services (see section 14 of this document).

## **18. PARKS AND OPEN SPACES**

18.1. The Company shall ensure that all vehicles adhere to the Code for Drivers in Wandsworth Parks. (Appendix One) Failure to comply with these regulations may lead to prosecution.

18.2. The Company shall ensure that no vehicles drive on grass without prior permission from the F.M.

18.3. Vehicles that are given permission to drive on the grass shall be driven carefully and at no more than 5mph. Vehicles shall avoid driving under the canopy of trees, making tight turns, rapid braking or acceleration. The aim is to ensure that there is no damage to, or rutting of the grass surface.

18.4. No heavy equipment, props etc. shall be unloaded onto grass areas or stacked next to the base of trees. All such items shall be unloaded and stacked on tarmac or other hardstanding surfaces.

18.5. No poles or stakes shall be driven into the ground without prior permission from the F.M.

18.6. No equipment shall touch or interfere with the tree canopy.

18.7. No tree or shrub shall be pruned under any circumstances and nothing shall be attached to trees.

18.8. No excavations shall be made without prior permission from the F.M.

18.9. No trees shall be used to elevate any lighting or cabling.

18.10. Any damage caused to the grass or trees as a direct result of the filming will be charged to the Company. The cost of repair shall be determined by Enable Leisure and Culture's Parks Service Department and shall be non-negotiable.

## **19. FIRST AID**

19.1. The Company shall ensure that it provides sufficient first aid cover throughout the rig, film and de-rig stages of the filming.

## **20. REPORTING OF INJURIES AND DANGEROUS OCCURRENCES**

20.1. The Company shall inform the FM immediately of any serious injury, or dangerous occurrence that affects public safety.

20.2. In accordance with the Reporting of Injuries, Disease and Dangerous occurrence Regulations 1995, the Company shall be responsible for reporting any incidents to the Health and Safety Executive.

## **21. LITTER AND RECYCLING**

21.1. The Company shall ensure that the site is left clear of all litter and refuse on completion of the filming.

21.2. Litter picking, sweeping and collection services may be booked through the FM. The Company should note that the cost of these services is liable to change, subject to variations in the Council's contractor's fees.

21.3. The Company may employ his own Agents to carry out the collection of litter. Should the site not be cleaned to the satisfaction of the FM, a further charge shall be levied for the clearance of any remaining litter.

21.4. Wherever possible, the Company shall ensure that the maximum amount of waste material is recycled.

## **22. DIRECTIONAL SIGNAGE**

22.1. Permission to erect directional signage in the Borough shall be sought from the Film Office.

22.2. "Unit" signs must be removed within 24 hours of the completion of the filming.

## **23. USE OF CHILDREN IN FILM & PHOTOGRAPHY**

23.1. The Company shall ensure that any filming or photography involving children, fully considers the welfare of those children taking part. The Company shall ensure that he complies with the provisions of the Children's Act 1989.

23.2. In accordance with the Management of Health and Safety at Work Regulations 1999 the Company 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.

23.3. The Company shall ensure that where appropriate, all employees, contractors and volunteers with access to children and vulnerable people are successfully Criminal Records Bureau checked prior to the filming.

23.4. The employment of child actors is governed by licensing regulations made in 1933, 1963, 1968 and amended in 1988. Any filming involving the employment of children (whether paid or unpaid) must be cleared through the local authority's Education Welfare service. In the case of children residing in Wandsworth please contact the Children's licensing service in the education department on 020 8871 8287 in advance of filming.

## **24. USE OF ANIMALS**

24.1. Permission for the use of animals for filming purposes shall be sought from the F.M. Where permission is granted the Company shall ensure that they only employ experienced, professional animal trainers and co-ordinators.

The Company shall agree to the Terms and Conditions for filming within Wandsworth Borough as well as any special conditions applicable to the location.

In certain circumstances the police or emergency services may deem it necessary to impose additional stipulations on the Company.

Enable Leisure and Culture and the Council acknowledges and agrees that full copyright and all other rights of every nature whatsoever in all the film shot, sound recorded and still photographs taken at the location by virtue of this licence shall belong exclusively to the Company and that they shall be entitled to use, reproduce, transmit and exhibit the same in any way, in any media they wish and to exploit the same in any way, in any media throughout the world and to exploit and exhibit the film with or without the scenes photographed and/or recorded at the location and that Enable Leisure and Culture and the Council has no right, title or interest of any kind therein.

Enable Leisure and Culture and the Council agrees that the Company shall have the right to represent the location as any real or fictional place according to the requirements of the story of the Film provided that **Enable Leisure and Culture or Wandsworth Council** is not identified as such, unless permission is sought and expressly given in writing. However a credit in a mutually acceptable form of words is to be given at the end of the film.

This licence remains effective as long as the production/location manager (or a mutually agreed third party) represents the Company.

If you have any queries regarding this Licence Agreement, please call Wandsworth Film Office on 0203 959 0011 or 0203 959 0012 during office hours.

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## Appendix One

### **CODE OF CONDUCT FOR DRIVERS IN WANDSWORTH PARKS**

#### **DO**

- Keep to vehicle access / egress routes previously agreed with the OIC.
- Keep to the carriage drives.
- Keep within the speed limit of 12mph
- Turn on your hazard lights.
- Give way to all pedestrians & dogs. Stop when necessary.



- Obey the instructions of any Council or Parks and Events Police.

**DO NOT**

- Sound your horn.
- Drive between parents and small children or dog owners and their dogs.
- Drive close behind people to make them move.
- Be impatient, aggressive or rude.
- Drive on the grass or footpaths.
- Overtake any moving vehicles.

**FAILURE TO COMPLY WITH THESE REGULATIONS MAY LEAD TO PROSECUTION BY  
THE PARKS AND EVENTS POLICE**