

Terms and Conditions of filming:

1. Special effects etc:

Except where otherwise agreed in writing with the Film Barking and Dagenham Film Office, the following are not permitted on site: explosions, fire, stunts, charged firearms, smoke, playback, and wet down, wind machines, nudity or unnamed special effects.

2. Parking:

When using privately allocated parking which is provided by an external operator, the licensee will be bound by their terms and conditions. These conditions include leaving the area assigned for use by the production unit in the state in which they found it. If for any reason from lack of care, the car park operator deems it necessary to have the area cleaned after it has been vacated by a production unit because of litter, the production unit will be solely responsible for the cost of cleaning the area. The licensee will also be bound by the car park operator's normal terms and conditions unless otherwise agreed.

3. Crew size:

The fee has been agreed in part based on the information you provided about the number of crew attending. If there is an increase in the number of crew, actors or any other person associated with the production not agreed to prior to the filming will be charged according to the numbers that are seen to turn up on the day.

4. Fees:

Further to the application made by the Licencee to film in Barking and Dagenham (in which application the terms and conditions that are set out in this Licence Agreement were accepted by the Licencee), the Council hereby permits the Licencee to undertake the filming work described in this agreement at the Location(s) listed (the "Permitted Use") at the times mentioned (the "Permitted Times") in accordance with the terms and conditions of this Licence Agreement and in consideration of payment by the Licencee of the Licence fee in accordance with this Licence Agreement.

4.1 The total fees may not include overtime or expenses incurred, which will be invoiced in due course after the filming has taken place.

4.2 In the event of the Film Maker/Photographer or his servants spending any time at the site in excess of the days and times agreed or in any areas, rooms or spaces not previously agreed to in this licence, an additional fee shall be paid and calculated as follows: £160 per hour.

4.3 All fees, together with any overtime or additional expenses are to be paid in full, directly to the council in accordance with the terms of the invoice.

5. Subject to the further terms of this licence the council, on behalf of the owners and/or managers of the site gives the licensee the right (in common with the council and all other persons authorised by the council, owners and/or managers) to use the site for the licence period for the permitted use.

6. The right given by clause 1 shall be exercised in consultation with and in accordance with the reasonable direction of the manager of the site or other officer notified to the licensee, in a way which so far as reasonably practicable does not interfere with or impede the normal use of the site.

7. The council gives no warranty that the site is legally or physically fit for any specific purpose.

8. The council warrants that it is free to enter into this agreement and that the rights and permissions granted herein reside with the council.

9. The licensee shall have the right to represent the site as another real or fictional place, or by prior written agreement to represent the site under its proper title.

10. Unless otherwise agreed with the council all rights to the films and photographs taken at the site shall vest in the licensee. The licensee shall have the right to exploit and exhibit the film with, or without the scene photographed at the site, in any medium now

known or hereafter devised, without restriction.

11. Time shall be of the essence for all the purposes of the licence period.

12. The rights granted to the licensee under the terms of this licence are not assignable. (except the rights outlined in clause 10, regarding the exploitation of the film, which are assignable at the Licensee's discretion).

Licensee's undertakings

13. To indemnify the council against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from the use of the site pursuant to this licence, or any breach of any of the obligations on the part of the licensee.

14. To effect and to maintain during the licence period insurance in a sum not less than £10,000,000 (Ten million pounds) in respect of any one incident, with an insurer, or underwriter of repute against all liability of the council and the licensee to third parties (including for the avoidance of doubt employees of the council and the licensee) arising out of, or in connection with, the use of the site and to produce to the council evidence of this insurance before filming commences.

15. During the licence period to provide a sufficient number of attendants and/or stewards for the efficient supervision of the site for its safety and for the preservation of order in it and in the vicinity of it. Any undertaking by the licensee 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 another person.

16. To permit the council and its employees and agents to inspect and monitor the arrangements made by the licensee for the proper supervision of the site and to comply with any directions given by the council as to the use of the site arising from such inspection and monitoring.

17. To observe such rules and regulations governing the use of the site as may have been made or as may from time to time be made by the council.

18. Not to use the site or any part of it otherwise than for the permitted use.

19. Not to do, or permit or suffer to be done, anything to injure the reputation of the site or to offend against any statute, or any regulations made under any statute, or by the council, or any other public authority, or to imperil any licence granted for the site, or any insurance affected on it.

20. Not to permit or suffer any persons to enter or use the site other than persons who are employees or agents of the licensee engaged in the production, or who are members of the cast of the licensed film or production or who have a legal right to enter the site.

21. Not to make alterations or additions to the existing fabric design or lay - out of the site or any of its facilities or services except as expressly permitted by this licence and subject to compliance with the related conditions of the council (which approval the council shall be entitled to grant or withhold in its absolute unfettered discretion and if granted upon which conditions as to reinstatement and security as the council shall in its like discretion stipulate)

22. Any undertaking by the licensee not to do an act or thing shall be deemed to include all employees, servants, agents, subcontractors and/or representatives of the licensee.

23. To make good to the reasonable satisfaction of the council any damage caused to or suffered by the site as a result of, or arising from its use by the licensee pursuant to this agreement, within 14 (fourteen) days of receipt of notice from the council requiring such damage to be remedied.

24. At the end of the licence period the licensee undertakes to immediately remove all their equipment, goods rubbish and litter from the site and to leave it in a clean and tidy state. Should the licensee fail to do so the council reserve the right to remove the rubbish etc. at the licensee's expense. Such cost (to include the council's administrative costs) shall be payable by the

licensee to the council on demand.

25. At all times, whilst in occupation of the site, the licensee will comply with all relevant Health and Safety Code of Practice and legislation that may apply to the site or the work being carried out thereon. Furthermore, if required, the licensee will show the council any relevant risk assessments before filming begins.

26. The licensee agrees to abide by the Film Maker's Code of Practice, as produced by Film London, a copy of which is available on request.

27. No litter, alcohol or illegal substances are permitted on site.

28. The licensee shall be entitled to cancel the agreement. Should cancellation take place in writing 48 hours or more prior to the time stated for the commencement of the licence period the licensee shall only be liable to pay the council an administration fee of £150.00. Should cancellation take place with less than 48 hours prior notice, the licensee shall pay to the council 75% of the agreed location fee for real or notional loss of opportunity.

29. If at any time the licensee fails to comply with the terms and conditions of this licence and having been notified of such failure, continues to act in breach of the terms and conditions above, the council reserves the right, to revoke this Licence forthwith.

If you have any queries regarding this Licence Agreement, please call Barking and Dagenham Film Office on 020 8227 5725 during office hours.