

Canal & River Trust Terms & Conditions for FilmApp

1. DEFINITIONS

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| Location(s): | As stated in the permit |
| Licence Period: | As stated in the permit |
| Fee: | As stated in the associated invoice(s) |
| The Trust's Expenses/equipment: | As stated in the associated invoice(s) |
| Filming: | The Permitted Use, as detailed in the permit |

Any filming taking place outside the Permitted Times will be charged according to the overtime rates as detailed in the document "Canal and River Trust Filming and Photography fees and charges"

Any variation in the permitted use (i.e. use of equipment other than camera and tripod and any equipment named above) must be agreed in advance by the appropriate representative of the Canal and River Trust.

The Trust's Rights:

At the Licensee's sole cost and expense:

- To appoint a The Trust representative to be present during Filming [costs for this are detailed in the associated invoice(s)]
- To be accorded a credit in the end titles of the Production "Filmed with the kind permission of Canal & River Trust"
- To supply a reasonable selection of publicity stills/transparencies from the Production for use for the Trust's own promotional or educational purposes
- To supply extracts of the Production featuring the Location(s) (five minutes maximum total duration) for use for the Trust's own promotional or educational purposes

Please note that the term "Production" means "Publication" when this Licence is granted in respect of stills photography only.

2. LICENCE AND PAYMENT OF FEES

2.1 In consideration of payment to the Trust of the Fee and any the Trust's Expenses (such payment to be made in accordance with the terms of the issue of an invoice by the Trust to the Licensee) the Trust hereby grants to the Licensee the right to undertake Filming for the Production at the Location(s) on the terms and conditions set out in this Licence. For the purposes of Filming, the Licensee shall be entitled to bring onto the Location(s) such numbers of personnel, vehicles

and equipment as may be advised by the Licensee in writing and agreed by the Trust.

2.2 If Filming cannot be completed during the Licence Period, subject to the prior approval of the Trust, the Licence Period may be extended upon payment of additional fees. Such fees shall be as specified in clause 1 provided the extended Filming is completed within six months of the expiry of the Licence Period. Payment of any additional fees are to be made to the Trust prior to Filming.

2.3 VAT shall be payable on all sums upon presentation of a valid VAT invoice.

3. NO WARRANTY

3.1 The Trust gives no warranty that the Location(s) is legally or physically fit or suitable for any specific purpose.

4. THE LICENSEE'S UNDERTAKINGS

The Licensee hereby agrees and undertakes (notwithstanding any supervision given or approval expressed by the Trust):

4.1 To determine the suitability of the Location(s);

4.2 To use the Location(s) solely for the purposes of Filming for the Production and strictly in accordance with the provisions of this Licence and, where a Trust representative is present, to comply with all instructions as may be given by the Trust's representative as to use of the Location(s)

4.3 To grant to the Trust on signature of this Licence the Trust's Rights specified in clause 1;

4.4 To fully and effectually indemnify the Trust, its employees contractors and agents against:

4.4.1 all liability whatsoever for the damage to property whether owned by the Trust or third parties and

4.4.2 any other loss, costs and expenses howsoever caused or incurred and

4.4.3 any liability that may arise to the public or employees contractors or agents of The Trust in respect of personal injury, death, damage or loss of property however caused which would not have arisen but for the exercise of this Licence save where the same are caused by or arise out of any negligent act by the Trust, its employees contractors or agents;

4.5 To effect and maintain during the Licence Period insurance of 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 Trust and the Licensee to third parties (including for the avoidance of doubt employees contractors and agents of the Trust and the Licensee) arising out of, or in connection with, the use of the Location(s) and produce to the Trust prior to entry on the Location(s) a certified copy of the policy or receipt for payment of the premium for inspection whether demanded or not;

4.6 Not to obstruct or close any public right of way or other right of way running through the Location(s) for more than five minutes at any one time without the prior written consent of the Trust or other competent authority or body as appropriate;

4.7 Not to make changes and/or alterations to the interior and/or exterior of the Location(s), without the prior written consent of the Trust and upon the expiry of the Licence Period or, if earlier, completion of the Filming, to restore the Location(s) to its original condition at the Licensee's sole cost and expense (unless otherwise agreed by the Trust);

4.8 To ensure the safety of the public on the Location(s);

4.9 To produce to the Trust a risk assessment before Filming commences for inspection whether demanded or not and ensure full compliance with any recommendation made in the risk assessment;

4.10 At all times whilst carrying out any activities pursuant to this Licence, to comply with all regulations, legislation, bye-laws and relevant Health and Safety Codes of Practice and the Trust's Bye-Laws (copies of the Trust's Bye-Laws available from Canal & River Trust Customer Services, First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB) that may apply to the Location(s) or the Filming and to bring the same to the attention of all personnel who will be on the Location(s);

4.11 To bring to the attention of all persons who will be on the Location(s) the risks of working beside waterways including the dangers of water-borne diseases, particularly Weil's Disease (copies of a leaflet published by the Health and Safety Executive entitled "Leptospirosis" is available from HSE Books, PO Box 1999, Sudbury, Suffolk CO10 6FS (Tel: 01787 881165/Fax: 01787 313995);

4.12 Not to carry out any activity which may cause nuisance or annoyance to persons using the Location(s) or members of the public passing by or through the Location(s) and, if requested by the Trust, to inform local residents and businesses in advance of Filming of the Licensee's presence on the Location(s), potential intrusion and the Licence Period;

4.13 To ensure that no explosions, fire, stunts, charged firearms or blank ammunition, smoke, wet down, wind machines, nudity or special effects are carried out at the Location(s), except where authorised in writing by the Trust and with all

other relevant consents and permissions relating to such use being obtained by the Licensee prior to any such Filming;

4.14 To immediately remove all of the Licensee's equipment, goods, rubbish and litter from the Location(s) and reinstate the Location(s) at the Licensee's cost at the end of the Licence Period (including such extension of the Licence Period as provided for under clause 2.2 above) or earlier in the case of prior termination to the satisfaction of the Trust. In the event of a breach of this condition the Licensee agrees to reimburse the Trust the full cost of carrying out the clearance works and reinstatement of the Location(s), which costs shall be payable to the Trust on demand;

4.15 To inform the Trust of any damage which is caused to the Location(s) as a result of or arising from its use by the Licensee immediately and to make good any such damage forthwith (unless otherwise advised by the Trust) and in full compliance with any directions that the Trust may give.

5. THE TRUST'S UNDERTAKINGS

The Trust hereby agrees and undertakes that:

5.1 It is free to enter into this Licence;

5.2 It shall inform its employees working in the vicinity of the Location(s) of the Filming in order to reduce the risk of intrusion by the Trust;

5.3 The Licensee has the right (but not the obligation) to incorporate material filmed at the Location(s) into the Production and to represent the Location(s):

5.3.1 as another real place or

5.3.2 a fictional place or

5.3.3 under its proper title with the Trust's express consent.

5.4. To provide the equipment specified in Clause 1 to an address and by a time advised by the Licensee in writing (including e-mail) to [named contact with contact details].

6. TERMINATION

6.1 The Trust can terminate this licence forthwith in the following circumstances:-

6.1.1 If the Licensee commits a breach of the terms of this Licence that is capable of remedy which is not cured to the reasonable satisfaction of the Trust within 48 hours of written notice;

6.1.2 If the Licensee commits a breach of the terms of this Licence which is not capable of remedy;

6.1.3 In the case of an emergency or urgent operational need without any liability for consequential loss, economic loss or damage to the Licensee. In these circumstances, the Site shall immediately be vacated and any necessary

reinstatement carried out at the Licensee's own expense to the satisfaction of the Trust. The Trust shall determine, in its reasonable discretion, whether to reimburse any part of the Fee already paid to the Trust;

6.2 If this Licence is terminated in accordance with clauses 6.1.1 or 6.1.2 above, the Trust may (without prejudice to any rights claims or actions that may have accrued) retain the Fee paid by the Licensee. Further, the Trust shall not be liable for any additional costs which the Licensee may incur as a result of the termination;

6.3 The Licensee shall be entitled to cancel this Licence on written notice to the Trust at any time in accordance with the following provision:

6.3.1 If such written notice is received by the Trust more than 48 hours prior to the commencement of the Licence Period, then the Licensee shall be liable to pay the Trust 50% of the Fee.

6.4. If the Licensee cancels the Licence within a period that is less than 48 hours prior to commencement of the Licence Period, the Fee must be paid in full notwithstanding that Filming does not take place, unless the Licensee is prevented from Filming because of a breach by Canal & River Trust of its obligations under this licence.

7. GENERAL PROVISIONS

7.1 If due to any act of God or other event beyond the reasonable control of the parties, either party is delayed or prevented from performing any of its obligations, such event shall not be deemed a breach and the Licensee and the Trust shall enter into good faith negotiation and try to agree such alternative arrangements as may be reasonably practicable. However, if performance is suspended for more than seven days, or a viable alternative cannot be agreed upon, either party shall have the right to terminate this Licence forthwith without prejudice to any rights in respect of unpaid fees, expenses or other liability and the Trust shall be entitled to claim for the Trust's Expenses.

7.2 The Licensee shall not be entitled to sub-contract, licence or assign all or any part of this Licence to any party without the prior written consent of the Trust.

7.3 This Licence shall not be modified or varied other than in writing and signed by both parties.

7.4 Any notices given by either party pursuant to this Licence must be in writing and sent by fax or e-mail (contact details noted below) with a copy by first class

post to the address specified below.

7.5 No person other than a contracting party may enforce any provision of this licence by virtue of the Contract (Rights of Third Parties) Act 1999.

7.6 This Licence shall be governed by and construed in accordance with the Laws of England.

7.7 If any provision of this Licence shall be found by any Court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Licence which shall remain in full force and effect.

7.8 This Licence constitutes the entire agreement and understanding of the parties and supersedes any previous licence between the parties relating to the subject matter of this Licence.

7.9 The Trust's liability in respect of any loss or damage suffered by the Licensee and arising out of or in connection with this agreement whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall not exceed a sum equal to the Fee paid. Nothing in this agreement shall limit the Trust's liability for personal injury or death resulting from the Trust's negligence or fraud.