FILMING LICENCE

***Between***

**Canal & River Trust** whose registered office is National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW (“the Trust”)

***And***

**BBC** **Studios Productions Ltd** whose registered office is at 1 Television Centre, 101 Wood Lane, White City, London W12 7FA (“the Licensee”) and which expression shall include all of its subsidiaries, licensees and assigns.

Recitals

(A) The Trust owns property at various locations across the United Kingdom;

(B) The Licensee wishes to use the Site for the purposes set out in Clause 1 of this Licence and the Trust is willing to allow the Licensee to use the Site for those purposes on the terms of this Licence.

**IT IS HEREBY AGREED as follows:**

1. **DEFINITIONS**

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| --- | --- |
| Safety Provision: | The Trust insist that all productions filming on Canal & River Trust’s property have at least two life jackets and three throw-lines on site at all items throughout the duration of the shoot. |

Filming: Any set-ups, rehearsals, filming, recording, get-out and stills photography

Filming medium: Television

The Trust’s Rights: At the Licensee’s sole cost and expense:

* To appoint the Trust’s representative to be present during Filming

**The parties agree** 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 VAT if applicable) and any agreed Trust’s Expenses (such payment to be made upon receipt of the appropriate invoice) the Trust hereby grants to the Licensee the right to undertake Filming for the Production at the Site on the terms and conditions set out in this Licence. For the purposes of Filming, the Licensee shall be entitled to bring onto the Site 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 or agreed Access Times, subject to the prior approval of the Trust, the Licence Period and Access Times 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. Payments of any additional fees are to be made to Canal & River Trust within 30 days of receipt of invoice.

* 1. VAT payable on all sums due in accordance with clauses 2.1 and 2.2 shall be specified in a valid VAT invoice and shall be payable when the Fees are payable, in accordance with clause 2.1 and 2.2 as applicable.

**3. NO WARRANTY**

3.1 The Trust has disclosed (and/or undertakes to disclose as soon as it becomes aware of the same) any hidden dangers of which it has actual or constructive knowledge and which affect any part of the Site to be used for Filming the Production. Subject as provided above the Trust gives no warranty that the Site 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):

* 1. to indemnify the Trust, its employees contractors and agents against:

4.4.1     any liability for damage to property whether owned by the Trust or third parties; and

* + 1. 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

provided that in each case the Licensee shall only indemnify to the extent that such injury, death or property damage directly results  from the Licensee’s negligent actions or omissions or that of its employees, agents or contractors. Each party’s aggregate liability to the other under this Agreement howsoever arising shall not exceed £5 million, except in the case of personal injury or death where it shall be unlimited.

* 1. to effect and maintain during the Licence Period public liability insurance of not less than £5,000,000 (five million pounds) in respect of any one incident, and provide evidence thereof upon request.
  2. not to obstruct or close any public right of way or other right of way running through the Site 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;
  3. not to make changes and/or alterations to the interior and/or exterior of the Site, 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 Site to its original condition at the Licensee’s sole cost and expense (unless otherwise agreed by the Trust);
  4. to take reasonable steps to maintain the safety of the public on the Site in respect of the Licensee’s activities;
  5. to produce to the Trust a risk assessment before Filming commences for inspection whether demanded or not and take reasonable steps to maintain full compliance with any recommendation made in the risk assessment;
  6. 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 are available from Canal & River Trust Customer Services, First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB) that may apply to the Site or the Filming and to bring the same to the attention of all personnel who will be on the Site;
  7. to bring to the attention of all persons who will be on the Site 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);
  8. Take reasonable actions to avoid activity which may cause nuisance or annoyance to persons using the Site or members of the public passing by or through the Site and, if requested by the Trust no less than 5 days prior to filming, to inform local residents and businesses in advance of Filming of the Licensee’s presence on the Site, potential intrusion and the Licence Period;
  9. to not carry out any explosions, fire, stunts, charged firearms or blank ammunition, smoke, wet down, wind machines, nudity or special effects are carried out at the Site, 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;
  10. to immediately remove all of the Licensee’s equipment, goods, rubbish and litter from the Site and except for normal wear and tear and loss or damage not caused by the Licensee, reinstate the Site at the Licensee’s reasonable 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 reasonable satisfaction of the Trust. In the event of a breach of this condition the Licensee agrees to reimburse the Trust the reasonable cost of carrying out the clearance works and reinstatement of the Site, which costs shall be payable to the Trust within 30 days of receipt of invoice;
  11. to inform the Trust of any damage which is caused to the Site as a direct result of or arising directly from its use by the Licensee immediately and to pay the reasonable cost of replacement for any such damage where it has been negligently or intentionally caused by the Licensee or its employees, agents or contractors forthwith (unless otherwise advised by the Trust) and in full compliance with any reasonable directions that the Trust may give.

### 5. THE TRUST’S UNDERTAKINGS

The Trust hereby agrees and undertakes that:

* 1. it is free to enter into this Licence;
  2. it shall inform its employees, agents, contractors and other Licensee’s working in the vicinity of the Site of the Filming in order to reduce the risk of intrusion by the Trust;
  3. the Licensee has the right (but not the obligation) to incorporate material filmed at the Site into the Production and to represent the Site:
     1. as another real place or
     2. a fictional place or
     3. under its proper title with the Trust’s express consent.

### 6. TERMINATION

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

* + 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 7 working days of written notice;
    2. If the Licensee commits a material breach of the terms of this Licence which is not capable of remedy;
    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 reasonable expense to the reasonable 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 less 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.

**7. GENERAL PROVISIONS**

* 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 its Expenses.
  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.
  3. This Licence shall not be modified or varied other than in writing and signed by both parties.
  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.
  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.
  6. This Licence shall be governed by and construed in accordance with the Laws of England.
  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.
  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.
  9. The parties acknowledge and agree that this Licence has been jointly drafted by the parties and accordingly it should not be construed strictly against either party.

**SIGNED** by a duly authorised signatory for and on behalf of the **Trust**:

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Name (Printed): Cassie Clarke

Title: Filming & Campaigns Executive, Canal & River Trust

Address: The Toll House, Delamere Terrace, Little Venice, London W2 6ND

Contact Tel No: 07788 366530

e-mail: [cassie.clarke@canalrivertrust.org.uk](mailto:cassie.clarke@canalrivertrust.org.uk)

**SIGNED** by a duly authorised signatory for and on behalf of the **Licensee**:

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Name (Printed):

Title:

Address:

Contact Tel No:

e-mail**:**