



- 1 Licensor: Cornwall Council, New County Hall, Treyew Road, TRURO TR1 3AY.
- 2 Permitted Use: The Licensee shall utilise the Property/location for the purpose of filming in connection with the project stated in application and for no other purpose whatsoever.
- 3 Maintenance: The Licensee shall at all times keep the Property/location in a clean and tidy condition and ensure that debris, waste or other materials are not deposited upon the Property.
- 4 Location Fee: A payment made for the use of a location/property for which the production company/ filmmaker have an agreement in place in exchange for advice or services.
- 5 Admin Fee: The non-refundable fee depending on the size of your film crew price list is available on the Cornwall Council website, and should be paid to Cornwall Council by the licensee for the processing of the filming permit and is due to be paid prior to the production company receiving a permit to film.
- 6 Cancellation Fee: 48 hours' notice must be given if it becomes necessary to cancel the agreed dates to shoot, otherwise a cancellation fee, outlined on the charge sheet on the Cornwall Council website will become applicable.
- 7 Damage: The Licensee shall be responsible for and take all reasonable precautions to protect against damage, injury or loss to any persons connected with the Licensee's use of the Property.
- 8 Outgoings: The Licensee shall be responsible for all outgoings and costs associated with its use of the property/location.
- 9 Indemnity and Public Liability: The Licensee shall indemnify the Council against all claims, costs or demands arising directly or indirectly out of or in connection with its use of the Property including liability for any death or injury and shall supply to the Licensor at the cost of the Licensee a copy of a valid Public Liability Insurance certificate for at least £5 million.
- 10 Applications for filming on Cornwall council land and property must be received with the following notice before the date on which the filming is due to take place
 - a. 5 working days' notice will be required for applications with cast and crew under 5 people with a hand held camera
 - b. 10 working days' notice will be required for production with cast and crew of 5 people or more

- c. 12 weeks' notice will be required for any traffic management requests
- 11 The Licensee shall inform the residents of the properties adjoining the Property and the City/Town/Parish Council of the filming at least 5 days prior to commencement of the Licence Period.
 - 12 Reinstatement: The Licensee shall be responsible for removal of all material and full reinstatement and restoration of any land disturbed during the filming to its original condition upon termination of the Licence.
 - 13 Nuisance: The Licensee shall not cause any nuisance, damage, disturbance, annoyance or inconvenience which would interfere with the lawful use of the Property or adjoining land or properties by members of the public and shall not obstruct any footpaths or rights of way, nor shall vehicles be driven on the Property (except those with specified permission).
 - 14 Rights of Way: The Licence is subject to all existing rights of way across the Property.
 - 15 Statutory Requirements: The Licensee shall comply with all statutory requirements and shall not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the whole and every part of the Property.
 - 16 Warranty: The Licensor gives no warranty that the Property is legally or physically fit for the purpose of the event / filming.
 - 17 Determination: The Licence may be determined forthwith should the Licensee be in breach of any of the terms contained herein and in any event the Licence may be determined at any time by either the Licensee serving upon the Licensor or the Licensor serving upon the Licensee twenty four hours' notice in writing.
 - 18 Prints: Upon request, the Licensee shall supply the Licensor at the Licensees cost with one or more stills taken from footage shot at the Property.
 - 19 Risk Assessment: The Licensee shall supply to the Council a copy of a Risk Assessment prior to using the Property. Whilst, as part of the agreement to use the Property or for various licences, the Licensor require you to show evidence of you having carried out a safety plan and risk assessments, the Licensor does not assess these nor does it approve your safety plans. To do so would entail officers to thoroughly investigate every aspect of your competence, planning and arrangements. This is not realistic as it would entail detailed discussions with many people, research and site visits. The Licensor has many statutory duties including investigation and enforcement. Thus, whilst Council officers may give helpful advice, they cannot prejudge any circumstances. The Licensee and any organising team remain entirely responsible for the event. The Licensor and its officers accept no responsibility for your event. Any attendance or involvement of Council officers is

purely to safeguard the Licensor's interests or as a result of enforcement duties under various public protection legislation.

- 20 **Lanterns and Balloons:** The launch of lanterns or balloons shall not take place on Cornwall Council owned/managed land (including leased land). This includes all airborne launched lanterns, balloons and similar free-floating devices that are not under control once launched, any such device containing a naked flame, fuel cell, helium gas or similar elevation mechanism and includes any item described as biodegradable.
- 21 **Drone Filming:** The licensee shall supply to the Licensor a copy of all certification of qualification, drone insurance and drone risk assessment before drone filming takes place. All Drone filming will be conducted by a qualified person who has passed the Civil Aviation Authority (CAA) qualification and all drone filming will take place in accordance with CAA guidelines.
- 22 **Data Protection:** The Licensee shall be responsible for the correct storage and use of any personal data obtained during the filming and this shall be taken to include all necessary consents and permissions are obtained by the Licensee for the reuse of personal data.
- 23 **Signage:** If any signs have been erected, they must be installed securely and safely and to be removed as soon as the filming has finished. If they are not removed, then an invoice will be sent to the Licensee for the cost of their removal.
- 24 **Single use Plastic:** The Licensee should look at reducing the use of single use plastic during their project and use alternatives instead.
- 25 **Lifeguards:** If the beach is patrolled, then the lifeguards must be informed prior to the filming taking place. If you are filming on a beach or near water please ensure that you take all necessary safety precautions.
- 26 **Covid-19:** Follow all current guidelines regarding Covid-19 as set out by the Government.

Please note: Council Officers may make random site visits to your filming site to ensure compliance with the conditions.

Should the Licensee fail to comply with any of the above conditions, the Licensor reserves the right to terminate or suspend this agreement until matters of concern are rectified to the satisfaction of the Licensor.

