



## **PART 2            FILMING and PHOTOGRAPHY STANDARD CONDITIONS OF LICENCE**

### **1.       Interpretation**

1.1 Unless the context otherwise states or requires: (i) the terms defined in Part 1 shall have the meaning given to them there when used in these Conditions; and (ii) all other capitalised words used in these Conditions shall have the meanings set out below:

**Additional Charges** has the meaning set out in clause 3.2;

**Affiliates** means: (i) TEL's employees, officers, agents, sub-contractors and authorised representatives; and (ii) any other entity controlled directly or indirectly, by TEL, any entity that controls, directly or indirectly, TEL or any entity directly or indirectly under common control with TEL and the employees, officers, agents, sub-contractors and authorised representatives of any such entity or entities. For the purposes of this definition of Affiliates "control", "controlling" and "common control", shall mean the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of 50% or more of the voting interest, by contract, or otherwise;

**Authorised Representative** means the person named on behalf of the Licensee in Part 1;

**Charges** means the Licence Fee, the Services Charge and any Additional Charges;

**Common Parts** means such roads, paths and other means of access in or upon the Tate the use of which is necessary for obtaining access to and egress from the Location, as designated from time to time by TEL;

**Execution Date** means the latter date of TEL's or the Licensee's signature to the Agreement;

**Services** means the services, facilities, equipment, utilities and/or standard staffing<sup>1</sup> provided in return for payment of the Services Charge;

**Tate** means the arts centre of which the Location forms part comprising the Tate Modern, Tate Britain Tate St Ives, Tate Liverpool and all surrounding areas being part of its demise;

**Location Rules** means the rules, requirements and other stipulations for the use of the Location set out in Schedule 1, as may be amended from time to time;

**Visitor** means the guests of the Licensee, attendees of the Filming and any employees, workers, personnel, contractors and/or other representatives of the Licensee that may enter the Location or attend Tate for or in relation to the Filming; and

**Working Days** means any day other than a Saturday or Sunday or a public holiday in the United Kingdom.



this Agreement or at law more generally. The Licence granted in this clause includes the non-exclusive right for the Licensee to use such parts of the Common Parts for the purpose only of and as is strictly necessary for access to and egress from the Location as shall from time to time be designated by TEL for such purpose (including in connection with setting-up and de-rigging the Location).

2.2 The rights granted in clause 2.1 and the provision of the Services by TEL are conditional upon:

2.2.1 receipt by TEL of: (a) this Agreement signed by the Licensee; (b) in full and cleared funds, the Licence Fee in advance of the Licence Period; and (c) the relevant information required under this Agreement or otherwise reasonably requested by TEL for or in relation to the Filming before the Licence Period, including evidence of insurance cover as required under this Agreement;

2.2.2 all necessary consents and licences under any relevant legislation being obtained and maintained by TEL;

2.2.3 notwithstanding the description of the Filming set out in Part 1, the Licensee fully and accurately representing the nature of the Filming and the purpose for which the Location is hired and any actual or apparent misrepresentation or withholding of relevant information shall entitle TEL to cancel the Filming on notice to the Licensee without liability whatsoever to the Licensee, and in which case the Licensee shall be liable to pay to TEL the applicable Cancellation Fee; and

2.2.4 strict compliance with the Venue Rules by the Licensee and its employees, representatives, agents and other Visitors and the Licensee otherwise observing and/or following any instructions, restrictions, requirements, directions, guidelines, policies or conditions which TEL or any of its authorised representatives notify or wish to impose in relation to any matter concerning the safe use of the Location, the organisation and running of the Filming or the performance of this Agreement, including any which result from or relate to any legal or regulatory obligations on TEL or its Affiliates' from time to time (including any which relate to health, safety and/or security) in respect of their management and operation of the Location or other part of Tate.

2.3 TEL and its authorised representative(s) and other personnel shall be entitled to be present at all parts of the Location at all times throughout the Licence Period. Tate and (unless otherwise agreed with the Licensee in writing in advance) the Location are open to the public. Notwithstanding the description of the Location in Part 1, the Licensee shall not impede TEL in its exercise of its rights of possession, access, management and control of the Tate or, unless it has TEL's prior written agreement, the rights of members of the public to access and/or use the Location and/or other areas of the Tate (safety and other precautions for which shall be taken by the Licensee in its use of the Location), including all lifts and toilets, exhibition and artistic installation areas in and/or adjacent to the Location.

2.4 The Licensee undertakes that in operating, managing and running the Filming it will seek to do so in an environmentally sustainable manner as possible, including: by not using or making available single use plastics, using renewable energy sources where possible, using suppliers who promote and apply environmentally sustainable business practices, recycling (including waste products), using biodegradable materials and supplies where possible, not sending waste to landfill and encouraging its employees and other representatives to use public transport.

2.5 TEL personnel and TEL authorised representatives shall be entitled to access and be present at any part of the Location at all times during the Licence Period. The Licensee shall not impede TEL in its exercise of its rights of possession, access, management and control of Tate, including all parts of the Location.

2.6 The Licensee shall not, and shall not permit any person to, do or omit to do anything that does or might cause a nuisance at Tate, including the playing of recorded or live music. Any playing of live or recorded music shall require TEL's prior written approval (to be granted at TEL's sole discretion). For the avoidance of doubt, there are noise restrictions in place onsite at Tate which vary across locations and time of day. These must be complied with at all times.

2.7 For the avoidance of doubt, nothing in this Agreement shall be taken as a warranty and/or representation from TEL that the Location is fit for any specific purpose.

### **3. Payment**

3.1 The Licensee shall pay the Licence Fee in full in accordance with the Payment Terms and without



appropriation, deduction or set-off.

- 3.2 In addition to the Licence Fee, the Licensee shall pay to TEL: (a) the Services Charge (or any part of it); and (b) such other sums as TEL may invoice the Licensee following the Filming in respect of any other charges attributable to the Filming (including for making good any damage or loss to the Location or its contents or the Tate and any costs and expenses incurred by TEL with respect to implementing and delivering any changes to the terms of the Licence, such as agreed changes to the Licence Period and/or Filming Date(s) and Filming Time(s)), (**Additional Charges**), in each case within seven (7) days of the date of TEL's invoice for the same.
- 3.3 The Charges and all payments to be made to TEL pursuant to this Agreement are exclusive of VAT which is payable by the Licensee in addition, where applicable.

#### **4. Cancellation**

- 4.1 The Licensee reserves the right, by and subject to providing written notice of such cancellation to TEL, to cancel the hire and Licence of the Location before the commencement of the Licence Period on condition that the Licensee pays to TEL the applicable Cancellation Fee. For the avoidance of doubt, the Licensee's payment or TEL's receipt of the Cancellation Fee shall be without prejudice to and shall not in any way limit any of TEL's other rights under this Agreement.
- 4.2 Should TEL resort to legal proceedings to recover any amount of the Cancellation Fee, the Licensee shall upon demand pay all costs incurred by or on behalf of TEL, or its agents, for recovery of the relevant amount.
- 4.3 For the avoidance of doubt: (i) any payment by the Licensee of, or demand from TEL in respect of, all or part of the Cancellation Fee shall be without prejudice to any other rights of TEL under this Agreement or at law more generally, all of which are expressly reserved; and (ii) should the Licensee fail to notify TEL of its cancellation of the hire and Licence of the Location before the commencement of the Licence Period in accordance with clause 4.1, without prejudice to TEL's rights and remedies under this Agreement or at law more generally, the Licensee shall be deemed to have confirmed and accepted the hire and Licence of the Location and accordingly all amounts due to TEL hereunder shall remain and be due and payable in accordance with the terms of this Agreement, including TEL's rights to: (a) retain all amounts of the Licence Fee of which TEL is in receipt; (b) be paid any unpaid amounts of the Licence Fee as are at such time unpaid by the Licensee; and/or (c) recover from the Licensee any such other losses, expenses and/or costs as TEL may incur and/or has incurred.

#### **5. Licence Period**

The Licence Period, Filming Date(s) and Filming Time(s) are set out in Part 1. These cannot be amended without the express prior written agreement of TEL and payment, upon demand, of an overrun fee for any agreed extension, as notified by TEL to the Licensee, and additional costs which may be incurred by TEL during such extended period (if any) and any amendment or extension of those is subject to availability and cannot be guaranteed. Without prejudice to or in anyway limiting TEL's rights under this Agreement: (i) TEL reserves, without any liability to the Licensee or any third party, the right to stop (temporarily or otherwise) the Filming if it appears to be overrunning or the Visitors have arrived late to Tate; and (ii) if the Filming overruns the permitted Filming Time(s), TEL shall have the right to charge the Licensee the full hourly Licence Fee for every hour or part of an hour thereafter on a pro-rata basis, which such amounts shall be paid on demand by the Licensee where so demanded by TEL.

#### **6. Use of the Location: the Licensee's Key Obligations**

- 6.1 The Licensee undertakes and agrees on behalf of itself and the Visitors that it shall (at its own cost):
  - 6.1.1 ensure that the Location is only used for the purposes of the Filming, at all times in strict compliance with the Location Rules and that the Licensee shall ensure compliance at all times with any and all applicable laws and regulations in respect of the Filming and/or the use of the Location. The Licensee must not use or access any other areas of Tate other than the Location unless express written permission has been obtained from TEL in advance;
  - 6.1.2 not do, permit or suffer to be done any act, omission, matter or thing (including by or on behalf of any Visitor) that would or might impose a liability on TEL or its Affiliates or constitute a breach of:
    - (a) any applicable law, bylaw, regulation or code of practice applicable howsoever to the Location or the Filming; or
    - (b) any condition(s) imposed by any third party or statutory consent, licence or



permission that has been obtained by or on behalf of TEL (whether before or after the date of this Agreement) for, or is otherwise relevant to, the Location, the Filming or the performance of this Agreement and the Licensee shall not conduct any activity during the Licence Period, including in the Filming, which requires a licence or other permission if there is no relevant licence or permission in force;

- 6.1.3 at all times ensure the proper and careful use of the Location by the Licensee and its Visitors and shall not do or permit or suffer to be done upon the Location any act, omission or thing which may damage the Location, Tate (including any objects in, and fabric of, the buildings) or any neighbouring site or which is or may be dangerous, offensive, illegal, a nuisance, annoyance or disturbance to TEL, Tate or to the licensors or occupiers of any neighbouring site. The Licensee shall observe and comply with any provision, requirement and direction of any enactment (including any order regulation bye-law or direction already or hereafter made or issued under or in pursuance of any such enactment), or which may at any time be ordered, by any local or other authority or person so far as they relate to or affect the Location and its use and occupation by the Licensee;
  - 6.1.4 undertake comprehensive risk assessments in accordance with best industry practice for all activities due to be conducted at the Location as part of the Filming, including in respect of any Safeguarding risks, particularly in respect of children or vulnerable adults, in respect of any and all equipment, vehicles or other items to be used by or on behalf of the Licensee and in respect of epidemic and pandemic preventative social distancing measures, that do or may result from the Filming, and shall provide copies of such risk assessments and accompanying method statements to TEL as soon as reasonably practicable and in any event no later than seven (7) days before the Licence Period; and
  - 6.1.5 comply with, observe and follow following any instructions, restrictions, requirements, directions, guidelines, policies or conditions which TEL or any of its authorised representatives notify or wish to impose in relation to any matter concerning the safe use of the Location, the organisation and running of the Filming or the performance of this Agreement, including any which result from or relate to any legal or regulatory obligations on TEL or its Affiliates' from time to time (including any which relate to health, safety and/or security) in respect of their management and operation of the Location or other part of Tate.
- 6.2 The Licensee shall not damage, and shall use its best endeavours to ensure that no damage is caused to, the Location or other part of Tate. The Licensee shall keep TEL and its Affiliates indemnified from and against any and all costs, charges and expenses incurred by TEL in consequence of any such damage.
- 6.3 The Authorised Representative
- 6.3.1 The Authorised Representative is responsible for agreeing all aspects of the use of the Location for the Filming with TEL and its representative(s) (including the additional services for which the Services Charge applies). The Licensee confirms that the Authorised Representative has complete authority to bind the Licensee on all matters relating to this Agreement and to ensure compliance by all Visitors with this Agreement and with any request by or on behalf of TEL for the purpose of safeguarding the Location, its contents and persons in or at the Location or its neighbouring areas.
  - 6.3.2 The Authorised Representative must be available at all reasonable times during the Licence Period and must remain sober, on site and available at all times before, during and after the Filming to deal with enquiries and emergencies and/or to ensure that all Visitors comply with any instructions issued by or on behalf of TEL.
- 6.4 Cleaning Up, Restoration and Reinstatement
- 6.4.1 The Licensee shall be responsible for (at its own cost):
    - (a) removing from the Location: (i) all equipment and other materials used for the Filming not supplied by or on behalf of TEL before the end of the Licence Period; and (ii) all litter or waste resulting from the Filming within two (2) hours of the Filming finishing;
    - (b) throughout the Licence Period, and at the end of each day during the Licence Period,



ensure that the Location is clean, tidy, secure and clear of all rubbish; and kept in a good state of repair and condition at all times;

- (c) not obstructing the Common Parts, make them dirty or untidy or leave any rubbish or other items on them; keep all fire exits and fire safety routes clear and free at all times;
- (d) subject to clause 6.4.2, restoring and reinstating the Location and Common Parts to their full condition prior to the Licence Period.

Where the Licensee has the responsibility set out in this clause 6.4.1 and it is not completed to the TEL's satisfaction then TEL may, without prejudice to any other rights it may have under this Agreement or at law more generally undertake such work and charge the Licensee for all costs and expenses incurred as Additional Charges.

- 6.4.2 No repairs, alterations, attachments, additions, restoration or reinstatement (whether as required under this Agreement or on instruction from TEL or otherwise) must be attempted at or made to the Location and/or the Common Parts, including to any trees, (or any part of them), or to any of its contents, without the prior written consent of TEL. TEL reserves the right to undertake any such repairs, alterations, reinstatements or restorations itself and pass all costs and expenses incurred on to the Licensee as Additional Charges, including the cost of specialist craftspeople or consultants.
- 6.5 The Licensee agrees that it shall be solely responsible for inspecting (including, without limitation, inspecting for defects and other health and safety risks) and maintaining any and all equipment (including, without limitation, furniture) or other apparatus used by the Licensee and/or its employees, workers, personnel, contractors or other representatives at the Tate or otherwise, whether such equipment or other apparatus was provided or procured by the Licensee, TEL or any other party and the Licensee agrees to inspect and maintain all such equipment or other apparatus. TEL shall have no liability for any loss of or damage to such equipment or apparatus or for any death of, or any injury caused to, any person resulting from the use of such equipment or apparatus or its presence at Tate.
- 6.6 The Licensee shall ensure and be solely responsible for the health and safety of Visitors. The Licensee shall ensure at all times during the Licence Period that arrangements are made and procedures are followed for all necessary welfare requirements provided by applicable law and guidance, including to and in respect of procedures necessary for the prevention of and the risk caused by epidemics and pandemics. The Licensee agrees to comply with any and all safety and health requirements notified to it by TEL from time to time and as are required by any applicable law and health and safety guidelines, including with respect to epidemic and pandemic preventative social distancing guidelines and requirements.
- 6.7 The Licensee shall recognise, respect and/or not do or omit to do anything that detrimentally affects the reputation and/or good-standing, or that howsoever otherwise is (or may be) detrimental to the reputation, interests and image, of TEL, TEL's Affiliates, Tate Foundation, and/or TEL and/or any other regulatory or supervisory body having jurisdiction over TEL or its Affiliates from time to time. The Licensee warrants that the audio, visual and/or audio-visual content produced by or on behalf of the Licensee as a result of the Filming (including any amendments of, additions to or variations to the same and the use of such content in conjunction with any other materials or content) and its use or other exploitation shall not detrimentally affect the reputation and/or good-standing, goodwill and image of TEL, TEL's Affiliates and/or Tate Foundation.
- 6.8 Notwithstanding any other provision herein, it is the sole responsibility of the Licensee to obtain any and all rights, licenses, permissions, consents and clearances in and to the Filming and its recording and production as are necessary for any and all exploitation or other use (in whatever form or media and through whatever medium) of the same, including, without limitation, from any and all persons and/or other participants contributing to and/or featuring in the Filming and from all originating or underlying artists, composers and/or other rights holders, including from any artists or owners of any artworks (including sculptures), including those situated at or in the vicinity of Tate, that are featured in the Filming and/or any visual content produced or that otherwise results from the Filming. The Licensee shall also be solely responsible for complying with and granting, or obtaining waivers of, all rights holders' Moral Rights (as such rights are defined in the Copyright, Designs and Patents Act 1988) and all other moral and author's rights and rights of a similar nature, whether now existing or hereafter conferred under the laws



of any jurisdiction, in respect of the Filming and any audio, audio-visual, and/or visual content produced or otherwise resulting from the Filming, including those in respect of any artworks (including sculptures) situated at or in the vicinity of Tate that are featured in the Filming and/or any visual content produced or that otherwise results from the Filming. There shall not be any payments which must be made by TEL to anyone or any person or entity, including, without limitation, any union, guild or other labour organisation, as a result of any such use or exploitation. Secret and/or unauthorised filming or recording of any person is not permitted in or at any part of Tate.

- 6.9 To the fullest extent permitted by law, TEL disclaims any and all liability for any third-party claims, demands, actions, proceedings, costs and expenses that arise as a result of the use or featuring of any third party property or rights, including intellectual property, in the Filming and/or any visual content produced or that otherwise results from the Filming. Notwithstanding any other provision in this Agreement, TEL gives no warranty, representation or undertaking that the Licensee is free or able to use, include or otherwise feature any third party property or rights, including intellectual property and any artworks (including sculptures) situated at or in the vicinity of Tate, in and for the purposes of the Filming and/or any visual content produced or that otherwise results from the Filming, and any and all use of the same by or on behalf of the Licensee shall be solely at the Licensee's risk.
- 6.10 The Licensee shall not, and shall not permit any third party to, replicate any part of Tate and/or the Location (whether physically and/or through the use of digital means or technology) for the purposes of using the same to create, amend, incorporate into or use for the purposes of any audio visual or visual content or materials, whether in or in conjunction with the Filming or otherwise.

## **7. Insurance**

- 7.1 As a part publicly funded body the Licensee hereby acknowledges that TEL is "self insured".
- 7.2 The Licensee shall take out and shall maintain sufficient insurance policies with reputable insurers to cover its liabilities and risks under this Agreement and/or which may be incurred by the Licensee arising out of or howsoever in connection with the Filming, including in respect of the liability outlined in clause 9 and in respect of death or personal injury and damage to or loss of property.
- 7.3 Without limiting the generality of clause 7.2, in respect of public liability insurance the Licensee shall have such insurance that shall be at least ten (10) million pounds sterling in respect of any one claim or higher if so required by TEL and unlimited in aggregate.
- 7.4 The Licensee shall maintain such insurance policies in full force and effect with reputable insurers for the duration of the Licence Period and thereafter for as long as liabilities may arise under this Agreement. The Licensee shall, no later than fourteen (14) days following the Licensee's execution of this Agreement, provide TEL with valid evidence that such insurance policies are in place.
- 7.5 Failing to comply with this clause 7 shall amount to an irremediable material breach of this Agreement. The terms of any insurance or the amount of cover shall not relieve the Licensee of any liabilities under this Agreement.
- 7.6 The Licensee shall not do, permit or suffer to be done anything that will invalidate, or limit the pay-out of any amounts under any such insurance policies. TEL reserves the right to have its interest noted on such insurance policies and it may stipulate any special insurance conditions that the Licensee must satisfy.

## **8. Rights of TEL**

- 8.1 TEL reserves the right to:
- 8.1.1 cancel any booking and/or hire and Licence (without any liability to the Licensee) if: (i) the Licensee does not return the Agreement duly signed by the Licensee as required and within the period outlined in Part 1; (ii) the Licensee has failed to honestly disclose the purpose of the Filming; (iii) the Licensee fails to supply any reasonably requested information regarding the Filming's arrangements (including evidence of appropriate insurances) within the required period; (iv) the Location or any other relevant part of the Tate, in TEL's absolute opinion, is or becomes not fit, or shall or may not be fit, for use, or cannot be used, without danger to the public or any person at any time during all or any part of the Licence Period; (v) in TEL's absolute opinion the Licence of the Location to the Licensee (whether before or after the commencement of the Licence Period) is or becomes impossible or impractical or unfeasible or actually or



potentially unsafe; or (vi) an event of force majeure (as defined in clause 11) has occurred or arises, for the avoidance of doubt, whenever or howsoever any such event of force majeure occurred or arose. Any such cancellation shall be without prejudice to TEL's rights under the Agreement or at law more generally, all of which are expressly reserved;

- 8.1.2 exclude, or insist on the immediate departure of, any Visitor from the Location or the Tate if TEL howsoever considers that the conduct or behaviour of that person is unacceptable, including where, in the opinion of TEL, such person's behaviour is or may cause a nuisance to or be a risk to the Location or the Tate or to the health and safety of occupants, members of the public or TEL's employees, agents or contractors or any neighbouring landowner or occupier. In such circumstances, TEL will not be responsible for any loss or liability of the Licensee, the Visitors or any other persons may suffer. The Licensee shall be responsible for maintaining the proper order and conduct of all Visitors attending the Filming and shall ensure such persons comply with any instructions they may receive from any TEL official and generally behave in an appropriate manner. Licensee shall be responsible for all acts and omissions of Visitors; and
- 8.1.3 enter any part of the Location at any time during the Licence Period and interrupt or terminate the Filming (or preparations for it, or de-installation work after it) if they believe that the Location or any part of Tate's structure or content is at risk of damage or the safety of the Visitors or other persons is at risk. In such circumstances, TEL will not be responsible for any loss or liability of the Licensee, the Visitors or any other persons may suffer.

## **9. Liability**

9.1 The Licensee agrees to indemnify and keep indemnified TEL and its Affiliates against all actions, claims, proceedings, demands, fines, penalties, liabilities, losses, damages, costs (including legal fees) and expenses whatsoever by whomsoever made and howsoever arising or paid by or awarded against TEL and/or its Affiliates in respect of:

- 9.1.1 the neglect or fault of the Licensee or any breach by the Licensee of any of its obligations under this Agreement, including any non-compliance with or contravention of any condition(s) of a third party or statutory consent, licence or permission that has been obtained by or on behalf of TEL for, or is otherwise relevant to, the Location, the Filming or the performance of this Agreement;
- 9.1.2 the death of, or any injury caused to, any person attending the Location in connection with the Filming, except only to the extent caused directly by the negligence of TEL;
- 9.1.3 any loss or damage to any real or personal property arising out of the acts or omissions of the Licensee and/or the Visitors;
- 9.1.4 any works required to repair any damage caused to Tate and arising in any way from the Filming and arising out of the acts or omissions of the Licensee and/or the Visitors;
- 9.1.5 any infringement of a third party's intellectual property or other rights by or on behalf of the Licensee or as a result of the Filming and/or the use or other exploitation of the content (including the audio, visual and/or audio-visual content) produced by the Filming;
- 9.1.6 the use of the Location by the Licensee; or
- 9.1.7 the Filming, howsoever arising.

Such loss or damage may include: any lost revenue TEL and/or its Affiliates suffers should it need to close access to the Location or cancel future bookings; the cost of undertaking repair works and the cost of employing any additional security during the course of such works; any loss or damage suffered by neighbouring properties; and any other similar losses that may be incurred.

9.2 The Licensee must promptly notify TEL of any claim, dispute, action or summons in connection with the Filming and must provide such details as TEL may require. If it appears likely that TEL may be or is joined in any proceedings, then the Licensee hereby agrees:

- 9.2.1 not to settle or compromise any such proceedings without TEL's prior written consent;
- 9.2.2 to keep TEL fully, meaningfully and on demand informed of the progress of such proceedings; and



- 9.2.3 to indemnify TEL and its Affiliates against any liability, costs, damages and/or losses in respect of such proceedings.
- 9.3 The Licensee agrees and acknowledges that TEL shall not be liable for any:
- 9.3.1 items, articles, possessions, equipment, products or similar things brought to the Tate by or on behalf of the Licensee (including for damage or harm occasioned to, or loss or theft of, the same) or for any of the same left at Tate following the conclusion of the Licence Period;
- 9.3.2 damage, loss, delay or expense incurred by the Licensee, the Visitors or any other person connected with the Filming;
- 9.3.3 damage or loss or other liability incurred by the Licensee in the exercise by TEL of the rights granted by this Agreement or where caused by an event or happening (whenever and howsoever arising) which is beyond TEL's control and which may cause the Location (or any part of it) to be closed (temporarily or otherwise) or access to it restricted (temporarily or otherwise) or the Licence or Licence Period to be interrupted, shortened or cancelled; and/or
- 9.3.4 damage, loss (including direct, indirect or consequential), delay, expense or other liability suffered or incurred by the Licensee which is caused by a breakdown of machinery, failure of supply of electricity, leakage of water, fire, adverse weather, government restriction or an event or cause (howsoever and whenever arisen or arising) which is beyond TEL's control and which does or may cause the Location (or any part of it) or other part of Tate to be closed or unavailable (in whole or in part and whether temporarily or otherwise) or the Licence or Licence Period to be interrupted, shortened or cancelled.
- 9.4 The maximum liability of TEL under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to an amount equal to the Licence Fee or £15,000, whichever is the lower.
- 9.5 In no circumstance shall TEL be liable for any loss of revenue or profit, loss of opportunity, loss of contract, loss of goodwill, indirect losses or damage, consequential losses or damage and/or special losses or damage.
- 9.6 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall or is intended to limit the Licensee's or TEL's liability for death or personal injury caused by the Licensee's or TEL's (as applicable) negligence, fraudulent misrepresentation and/or any other liability or losses which cannot be excluded or limited by law.

## **10. Termination**

- 10.1 TEL may terminate this Agreement with immediate effect upon giving written notice to the Licensee, and without any liability whatsoever to the Licensee, if:
- 10.1.1 the Licensee is in breach of this Agreement and (in the case of a breach which is capable of remedy) fails to remedy that breach within 7 days of notice from TEL;
- 10.1.2 TEL, acting reasonably, objects to the proposed running/conduct of the Filming, and the Licensee has failed to respond to any request by TEL to remedy the same within a reasonable period of time as notified by TEL to the Licensee;
- 10.1.3 any of the following events occur: the Licensee suspends, or threatens to suspend, payment of its debts or is unable (or admits an inability) to pay its debts as they fall due or is deemed under the Insolvency Act 1986 unable to pay its debts; the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee; the Licensee commences negotiations with all or any class of its creditors; the Licensee has had an administrator, receiver or administrative receiver appointed, or steps have been taken to appoint them; or if distress or execution is levied or threatened against the Licensee or any of its assets (and if the Licensee is an individual, any equivalent actions or steps are taken with respect to that individual); or
- 10.1.4 the hire of the Location or the Filming is prevented, curtailed or postponed howsoever by an event



of force majeure (as described in clause 11).

- 10.2 In addition, but without prejudice to clause 10.1, TEL may terminate the Agreement upon giving to the Licensee as much notice as the circumstances reasonably permit and without any liability whatsoever to the Licensee if:
- 10.2.1 the Location or any other relevant part of the Tate, in TEL's opinion, is or becomes not fit, or shall or may not be fit, for use, or cannot be used, without danger to the public or any person at any time during all or any part of the Licence Period;
  - 10.2.2 any cause or event (howsoever and whenever arisen or arising) outside the control of TEL takes place or has at any time taken place which renders the staging of the Filming impossible or unfeasible or impractical or actually or potentially unsafe;
  - 10.2.3 circumstances exist or have arisen by reason of which there is a risk of damage to the Location or other part of Tate; and/or
  - 10.2.4 the Location or any other relevant part of the Tate is required for use or is taken over in any circumstances for any purpose by any Government Department or public authority (whether upon any occasion of national emergency or otherwise).

## **11. Force Majeure**

- 11.1 If TEL is unable to provide, or is restricted from providing, the Services (or any of them) or is unable to hire out and Licence, or is restricted from so doing, the Location (or any part of it) to the Licensee or otherwise make it available to the Licensee for the Licence Period (or any part of it) by reason of (howsoever and whenever arisen or arising) war, fire, flood, storm or other adverse weather, earthquake, epidemic, pandemic, explosion, act of God, failure or shortage of power supplies, national emergency, labour dispute, lock-out, civil disturbance, political interference, acts or threats of terrorism or any other cause or event (howsoever and whenever arisen or arising) not within the control of TEL (including the actions of any authority or body whose approval or licence is required for the Filming or any part of it, the evacuation of the whole or any part of the Tate by reason of emergency, for any of the reasons described in clause 10.2 or if TEL is required to close the Tate or any part of it due to an event of national importance (including the death of a member of the Royal Family)) (an "event of force majeure") TEL shall not have any liability to the Licensee either:
- 11.1.1 in respect of any actions, claims, losses (including indirect or consequential losses), costs, or expenses which may be brought against or suffered or incurred by the Licensee as the result of any such cause or event; or
  - 11.1.2 for any failure to perform or delay in performing any of TEL's obligations under the Agreement.

## **12. Data Protection**

- 12.1 If and to the extent the Licensee provides personal data to TEL for use by TEL in connection with the hire of the Location and the staging of the Filming, the parties acknowledge that, for the purposes of the Data Protection Legislation<sup>2</sup>, the Licensee is the controller and TEL is the processor of such personal data and, accordingly: (a) TEL shall comply with its obligations as a processor of such personal data under the Data Protection Legislation (to the extent applicable); and (b) the Licensee warrants that it has obtained all necessary permissions for TEL to process such personal data and that the Licensee is entitled to transfer the personal data to TEL for the purposes of TEL performing its obligations under this Agreement.
- 12.2 TEL shall not be liable for any claim brought by a data subject arising from any action or omission by TEL to the extent that such action or omission resulted from TEL's fulfilment of the Licensee's instructions or otherwise was required for the performance of this Agreement.

## **13. Modern Slavery, Anti-Bribery & Tax Evasion**

- 13.1 The Licensee undertakes, warrants and represents that:

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<sup>2</sup> meaning, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other similar laws, enactments, regulations, standards and other similar instruments relating to data protection and privacy each as may be amended or superseded from time to time



- 13.1.1 neither the Licensee nor any of its officers, employees, agents, personnel, representatives or subcontractors has:
- (a) committed an offence under any anti-slavery and human trafficking laws, rules, regulations and best practice (including, without limitation, the Modern Slavery Act 2015 (or any replacement or successor legislation thereto)) (“Modern Slavery Legislation”) and/or taken or failed to take any action, practice or conduct which does or would constitute an offence under the Modern Slavery Legislation if such action, practice or conduct were carried out in the United Kingdom (a MSA Offence);
  - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under Modern Slavery Legislation; or
  - (c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under Modern Slavery Legislation;
- 13.1.2 it shall: (i) comply with Modern Slavery Legislation; (ii) not engage, or fail to engage, in any action, practice or conduct which would constitute an offence under Modern Slavery Legislation, including if such action, practice or conduct were carried out in the United Kingdom; and (iii) comply with the “Modern Slavery Policy” (meaning Tate Enterprises modern slavery policy as updated and notified to the Licensee from time to time); and
- 13.1.3 it shall notify TEL immediately in writing if it becomes aware or has reason to believe that it has, or any of its officers, employees, agents, personnel, representatives or subcontractors have, breached or potentially breached any of the Licensee’s obligations under Clause 13. Any notice under this Clause 13.1.3 shall set out full details of the circumstances concerning the breach or potential breach of the Licensee’s obligations.
- 13.2 Where, subject to the terms of this Agreement, the Licensee delegates or sub-contracts any of its duties or obligations under this Agreement then the Licensee will:
- 13.2.1 procure that the delegee or subcontractor undertakes obligations in favour of the Licensee that are analogous with the Licensee’s obligations pursuant to this Agreement (including this Clause 13) or are otherwise stated in this Agreement to apply to such delegee or subcontractor; and
  - 13.2.2 be liable to TEL for the acts and omissions of such delegee or subcontractor as if they were the acts or omissions of the Licensee.
- Such delegation or subcontracting will not relieve the Licensee of its obligations under this Agreement.
- 13.3 The Licensee shall comply with all laws (including the U.K. Bribery Act 2010), statutes, ordinances, rules and regulations applicable to its performance of this Agreement. Without limiting the generality of the foregoing, the Licensee shall comply at all times with the Filming in London Code of Practice which can be found online at Film London’s website [www.filmlondon.org.uk](http://www.filmlondon.org.uk).
- 13.4 The Licensee shall not, in the performance of its obligations under this Agreement, act in a manner that constitutes an offence under the Bribery Act 2010. The Licensee shall comply with any policy or procedure governing anti-bribery imposed by TEL and warrants that in performing its obligations under this Agreement will not induce or improperly reward any third party, including any public official, to act improperly. The Licensee further represents and warrants to TEL that it has undertaken, and will continue to undertake, all appropriate steps to ensure that there is no tax evasion or facilitation of tax evasion by it or in its supply chains.
- 13.5 Any breach of Clause 13 by the Licensee shall be deemed a material breach of the Agreement and shall entitle TEL to terminate the Agreement in accordance with Clause 10.1.

#### **14. General**

- 14.1 Relationship between the Parties. Nothing in this Agreement shall be construed as creating a partnership or a relationship of principal and agent between TEL and the Licensee.
- 14.2 Confidentiality. The Licensee shall keep in strict confidence any confidential information concerning the business, affairs, know-how, opportunities, projects or initiatives of TEL and/or its Affiliates and shall restrict



disclosure of such confidential information to such of its employees, officers or representatives who need to know the same for the purpose of performing this Agreement only.

- 14.3 Announcements, etc. Neither party shall make, or permit any person to make, any public announcement (including press release or statement) concerning the hire of the Location, the staging of Filming (or any part of it) or the existence, subject matter or terms of this Agreement, without the express prior written approval of the other party (TEL needs a minimum 5 Working Days to consider any such announcement). In accordance with TEL's reasonable requirements. Without prejudice to the foregoing, the Licensee agrees that it shall not (and it shall procure that none of its Visitors, officers, directors, employees or other representatives shall) issue or make any oral or written statements to third parties or any public communication (including on social media) that criticises or otherwise disparages the Location, Tate, TEL or its Affiliates.
- 14.4 Notices. Except as otherwise expressly set out herein, any notice to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it and it shall be served by sending the notice in writing by hand, or by pre-paid recorded delivery, special delivery or registered post, to the Registered address set out in Part 1 if sent by TEL or to the postal and email addresses set out in Part 1 if sent by the Licensee (including being cc'd to private.events@tate.org.uk). Any notice shall be deemed to have been duly given on delivery (if delivered by hand) or the second Working Day following the date of posting.
- 14.5 Assignment and sub-contracting. This Agreement (and the Licence to enter the Location granted under it) is personal to the Licensee. The Licensee may not assign, transfer, sub-contract, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to this Agreement, except that the Licensee shall be permitted to assign its rights in and to any and all audio and/or audio visual content arising under or in that is or has been created by the Hirer as a result of this Agreement to any company that owns, operates and controls the Hirer from time to time. For the avoidance of doubt, no other rights of the Hirer under the Agreement, including without limitation the right to use the Location for the purposes of the filming of audio and/or audio visual content, may be assigned by the Hirer without TEL's prior written consent.
- 14.6 Third party rights. The parties agree that no term of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999, except that TEL's Affiliates shall be entitled to enforce such terms of this Agreement as confer a benefit on them.
- 14.7 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement, which shall be construed accordingly.
- 14.8 Variation & Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each party.
- 14.9 Entire Agreement. This Agreement sets out the entire agreement and understanding between the parties in respect of the hire of the Location to the Licensee for the purposes of the Filming and supersedes any previous arrangement, understanding or agreement between the parties relating to the same. The Licensee has: (i) conducted its own investigation of the Location, including as to the suitability of the Location for the purposes of the Filming; (ii) investigated any applicable restrictions, covenants, easements, conditions, environmental matters, and other land use regulations affecting the Location and/or the Filming; and (iii) made all inquiries and analysis required by it in connection with its use of the Location. The Licensee shall rely solely upon its own evaluation, investigation and analysis of and as to the suitability of the Location for the purposes of the Filming. Accordingly, the Licensee acknowledges that: (a) it: (i) is not relying in any way upon any representations, statements, agreements, warranties, descriptions, guidelines or other information or material furnished by the Licensee or its representatives, whether oral or written, express or implied, of any nature whatsoever except as is expressly set out in this Agreement; and (ii) shall be deemed to accept the Location "as is" in all respects and without representation and/or warranty; and (b) should the Licensee or any of the Licensee's representatives not have visited the Location and/or other part(s) of Tate in order to inspect the same in advance of the first Filming Date, including so as to assess



suitability for the purposes of the Filming, the Licensee shall nonetheless be deemed to accept the Location “as is” in all respects and agrees not to claim otherwise.

- 14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.
- 14.11 Law. The Agreement and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or matter arising out of or in connection with this Agreement (including any non-contractual disputes or claims).



## Schedule 1

### Location Rules

#### 1. GENERAL

- 1.1 Filming Details & Service Requirements. The Licensee shall provide full details of the Filming to TEL, including all details relevant to the provision of the required Services by TEL under the Agreement, for the approval of TEL as soon as possible following signature of this Agreement and in any event not less than fourteen (14) days before the start of the Licence Period. Any changes to the original details of the Filming provided shall be notified in writing by the Licensee to TEL, and shall be subject to the express prior written approval of TEL.
- 1.2 Location. All permitted decoration must be limited to the areas of the Location directly related to the Filming. No equipment or structures of any kind may be erected on or attached to any part of the Location or its contents, nor may anything be suspended from the ceiling of any part of the Location, without the express prior written permission of TEL. The Licensee shall ensure that no one tampers or otherwise interferes with Tate including any of the building services and utilities, including gas, electrical or water installations. The Location and all other parts of the Tate must be maintained in a clean, tidy and safe condition at all times throughout the Filming and the Licence Period. As an artistic space, Tate may contain artistic installation(s) or accommodate artistic performance(s) during the Licence Period. The rights of members of the public or artists to access and/or use the Location and/or other areas of the Tate, including for the purposes of such installation(s) or artistic performance(s) must not be impeded. Walkways must not be blocked at any time. The public may be asked politely and without unreasonable disruption to wait while a shot is in progress but they must not be physically restrained and/or verbally reprimanded under any circumstances. Clear signage must be displayed at all times to alert the public to the filming taking place. So called "free running" and "parkour" is not permitted anywhere at Tate. All vehicle parking must be arranged by the Licensee off site (unless otherwise agreed by TEL in writing in advance).
- 1.3 Capacity. The maximum number of Visitors that shall be permitted to enter the Location to attend the Filming, including the permitted number during each part and time of the Filming, as applicable, shall be notified by TEL to the Licensee in advance of the Licence Period (email shall suffice). The Licensee shall notify TEL as soon as reasonably practicable in advance of the commencement of the Licence Period, and in any event no later than 3 days before the commencement of the Licence Period, of the total number of Visitors that it intends to have at Tate for the purposes of and during the Filming. The Licensee shall ensure that the number of people in the Location during the Filming shall not exceed the applicable maximum capacity at the applicable time of the Filming. TEL reserves the right, without liability to the Licensee or any Visitor, to require people in excess of the applicable permitted maximum to leave the Location.
- 1.4 Equipment. The Licensee is only permitted to bring equipment into the Location for use at the Filming with the prior written consent of TEL. The Licensee is solely responsible for inspecting and maintaining any and all equipment that the Licensee brings and uses for the purposes of the Filming. TEL shall have no liability for any loss of or damage to such equipment or for any death of, or any injury caused to, any person resulting from the use of such equipment or its presence at Tate, except only to the extent caused directly by the negligence of TEL. The Licensee is solely responsible for making the Filming shoot secure. Should security be required for certain types or sizes of filming and be provided by TEL as, all such costs will be charged back to and paid by the Licensee as Additional Charges. Additional security may be required if filming or photographing inside any of the Tate venues and all such costs will be charged back to and paid by the Licensee as Additional Charges. Drones are not permitted to be used anywhere on the Tate site.
- 1.5 Sub-contractors. In order to establish the competence and ability of sub-contractors the Licensee is responsible for collating and vetting health and safety related documentation (including risk assessments, method statements, insurance documentation and any relevant certification of competence relevant to the work they will be required to complete) before permitting any sub-contractor to perform services for the Licensee in connection with this Agreement. The Licensee shall ensure that all Visitors and other third parties involved in or connected with the Filming, including assistants and any other partner of the Licensee, adhere to the terms of this Agreement. The Licensee shall remain liable to TEL for all acts and omissions of such any approved sub-contractors as if they were acts or omissions of the Licensee. Any use of an approved sub-contractor by the Licensee will not relieve the Licensee of its obligations hereunder.



- 1.6 **Damage & Accidents.** The Licensee shall ensure that TEL is kept informed without delay of any accident, injury or near miss occurring in the Tate involving any member of the public or Visitor and in any event within two (2) hours of such event or two (2) hours of the Licensee becoming aware of such event, as applicable. The Licensee shall ensure that an accident report form, in such form as TEL may reasonably require, is completed in respect of each accident, injury or near miss. As soon as reasonably possible, and in any event within two (2) hours of any damage occurring at or to the Location, the Tate or to any neighbouring site or to (or the loss of) any objects, contents or fittings in or at the Location or Tate, the Licensee shall notify TEL and shall at the written option of TEL either make good such damage or loss to the satisfaction of TEL (ensuring that all steps taken in this regard are approved in writing in advance by TEL) or meet the full cost of making good, payable as an Additional Charge. Should the Licensee become aware of any police or other regulatory or licensing authority investigating any matter arising or resulting from the Filming, the Licensee shall immediately inform TEL of the same and shall provide TEL with full details and shall keep TEL regularly informed as soon as reasonably possible and immediately upon request in respect of the progress of any such investigation. For the avoidance of doubt, TEL will not be responsible for clearing areas for the Filming, including to people, objects and equipment.
- 1.7 **Disturbances & Disruptions.** The Licensee shall immediately inform TEL of any actual or potential threat of disturbance or disruption of the Filming received by or known to the Licensee or if the Licensee considers such disruption or disturbance to be likely owing to the nature of the Filming or other factors of which the Licensee is or becomes aware prior to the Filming.
- 1.8 **Safeguarding.** The Licensee shall be responsible for ensuring the Filming complies with all laws, regulations and codes of practice in place from time to time with respect to Safeguarding and the protection of children and vulnerable adults. The Licensee shall at all times comply with TEL's Safeguarding policy as in place from time to time, a copy of which can be supplied on request and is incorporated herein. If filming, recording or photographing children, prior written permission must be obtained from their parents or legal guardians and a child protection policy implemented by the Licensee. This needs to be shared in advance with TEL. The Licensee must obtain a Disclosure and Barring Service (DBS) certificate (or any replacement or successor service and/or certificate thereto) and any other related and necessary licenses or permissions when filming, recording, photographing, working with or engaging persons 18 years of age and younger or vulnerable persons of any age and to ensure that all such persons are at all times adequately supervised by persons who have undergone appropriate and all necessary training, checks and clearances and have in place all necessary licenses and permissions, as well as ensuring any data relating to persons 18 years of age and younger or vulnerable persons of any age related to this engagement is managed in compliance with all applicable data protection laws, including without limitation the UK DGRP and the Data Protection Act 2018.
- 1.9 **Alcohol & No Smoking.** No alcohol must be served or otherwise made available or permitted at the Filming or brought into the Location without TEL's prior written permission. The Licensee further agrees not to sell, supply or otherwise allow access to, and agrees not to allow the sale of, supply of or access to, alcohol to any attendees of the Filming who are, or appear to be, drunk or under the influence of drugs and it shall procure that any third parties acting on its behalf at the Filming do the same. The Tate is a non-smoking venue and the Licensee shall ensure that no smoking is permitted in any areas of the Tate(including balconies and courtyards).
- 1.10 **Photographs, Recording and Films.** The Licensee shall be solely responsible for, and shall obtain, all rights, licenses, permissions and clearances in and to the Filming, including any and all photography, audio and audio-visual content or recordings and third party music and including as are necessary for any and all use or other exploitation by any person of any photography, audio and audio-visual content or recordings that are produced as a result of or from the Filming. For the avoidance of doubt and without prejudice to the foregoing, TEL acknowledges and agrees that the Licensee shall be the exclusive owner of the entire copyright in and all other rights of every kind in and to the results and proceeds of the Licensee's photography, filming and recording at the Location. Secret or any other form of un-disclosed filming, photography or interviewing the general public is not permitted anywhere at Tate. No filming or photographing of any artistic installations in situ at Tate is permitted. TEL may request use from the Licensee of any part of any photography, audio and audio-visual content or recordings that are produced as a result of or from the Filming ("Content") for the purposes of promoting Tate("Permitted Use"). The Licensee agrees to consider any such request in a timely and good faith manner and shall, where reasonably practicable and subject to agreement as to terms, provide any such Content for TEL to use for the Permitted



Use only.

- 1.11 Advertising. The Licensee shall not publish, display or erect any advertisement or cause any advertisement to be published, displayed or erected, in contravention of the Highways Act 1980 or any other applicable statute or statutory regulations.
- 1.12 Solicitation of Money. The Licensee shall ensure that no collection of money (charitable or otherwise) is made in or about the Tate except with the prior written permission of TEL.
- 1.13 Tate Brand. The Licensee shall not use, or permit others to use, the name "Tate", or any other name or logo of Tate or TEL or its Affiliates without the express prior written approval of TEL (including on or in relation to promotional materials relating to the Filming).
- 1.14 Press. The Licensee must keep TEL informed of all press and other promotional activity around the Filming.
- 1.15 Third Party Branding. All company, sponsor and event branding must be limited to the areas at the Location directly related to the Filming and as agreed by TEL in writing in advance. No branding is permitted outside or on the outer surfaces of any Tate buildings unless it has been expressly agreed in writing with TEL in advance and the necessary advertising consent obtained.
- 1.16 Licences. Licensee shall comply with the terms of all licences held by TEL from time to time relevant to the Filming and notified to the Licensee by or on behalf of TEL, and shall not conduct any activity which requires a licence if there is no relevant licence in force. The Licensee must agree to abide by all statutory legislation relating to filming, in addition to professional standards of filming described in the Location Filming in London Code of Practice. This can be found on Film London's website.
- 1.17 Catering. Should catering be permitted, the caterers must be chosen from the TEL's approved list of caterers. More details can be provided on request.

## **2. HEALTH & SAFETY AND FIRE PRECAUTIONS / REQUIREMENTS**

- 2.1 The Licensee must, where appropriate, inform the police, local fire and rescue authorities, local government bodies (including environmental health) and any other relevant authority of the Filming taking place at the Location and follow promptly any recommendations it may be given by them or on their behalf in relation to the Filming and supply evidence that this undertaking has been fulfilled to TEL on request and in any event no less than 14 Working Days in advance of the Licence Period.
- 2.2 The Licensee must at all times, and will procure that all Visitors at all times, adhere to: (a) Tate's fire, health and safety regulations (as notified to the Licensee or as displayed in the Tate) from time to time; and (b) any and all guidelines relating to power supply, cable routing, lighting and any other precautions against causing damage that are supplied by or on behalf of TEL or any competent authority from time to time.
- 2.3 No hazardous or flammable substance, article or equipment<sup>3</sup> may be brought to the Location or any other part of the Tate in connection with the Filming or otherwise. Use of any and all generators must be agreed with TEL in writing in advance.
- 2.4 All fire resisting doors and smoke doors shall be maintained self-closing and shall not be secured open or be obstructed by cables or in any other way. Access to firefighting equipment and other services must be maintained unobstructed at all times and all emergency exits, emergency stairwells and notices of any emergency exit at the Tate must be kept clear of obstruction at all times.

## **3. ELECTRICAL EQUIPMENT AND INSTALLATIONS**

- 3.1 The Licensee shall in no case install or use any electrical equipment or fitting except with the express prior written approval of TEL. The Licensee shall ensure that all electrical equipment is only operated by competent and suitably trained personnel.
- 3.2 All permitted temporary electrical installations shall be provided by electrical contractors approved by TEL and shall comply with all applicable health and safety legislation and requirements, including the requirements of the current edition of IEE Wiring Regulations (BS 7671 and BS 7909) and any applicable

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<sup>3</sup> A hazardous substance, article or equipment is a substance that in the opinion of TEL may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to Tate or its contents, or may create any risk to the health and safety of the occupants of Tate or the public.



local authority licensing requirements. All permitted electrical equipment must be 'PAT' tested and carry a valid 'PAT' test sticker. The Licensee shall indemnify TEL against all claims, liability, costs and expenses for any injury or damage caused by such equipment and/or its use.

- 3.3 Electrical installations and equipment may be tested by TEL or local authority staff in advance of the Licence Period. Should it/they fail such a test, the installation or equipment must either be modified to meet the requirements specified by TEL or must not be used at Tate.
- 3.4 Unless express prior written consent has been given by TEL, no appliance or apparatus is to be connected by the Licensee or any Visitor to the existing Tate electrical system.
- 3.5 The Licensee agrees to comply at all times with TEL's Temporary Electrical Systems for Events Policy as in place from time to time (a copy of which is available on request and is incorporated herein).
- 3.6 The Licensee agrees to comply at all times with any and all applicable parts of the The Construction (Design and Management) Regulations 2015 (or any successor or replacement legislation) and to assist TEL as TEL deems reasonably necessary from time to time with any of TEL's obligations or requests in respect of the same.