

## **DEFINITIONS**

**Location(s)** – The land or property named in this Agreement as the site(s) for which the Producer requests permission to film.

**Permitted Times** – The times when the permission to film has been agreed.

**Permitted Use** – The number of crew, type of equipment and activity to be undertaken at the Location.

**The Film** – Audio/visual content that shall include any re-edited, reformatted, subtitled, translated, localized, or compilation versions thereof and any spin-offs, future episodes, future series and/or sequels created by the Producer at the Location(s)

## **TERMS AND CONDITIONS**

1. The Producer agrees to pay all location fees and administrative costs together with any overtime or agreed additional expenses plus any applicable taxes that are due in accordance with the terms of any relevant invoice that is submitted by or on behalf of the Rochdale Film Office. Payment in full is to be made in advance of the Permitted Times, unless otherwise agreed in writing.

2. The Producer shall be entitled to cancel this Agreement at any time up to 48 hours Before filming takes place providing the Rochdale Film Office receives written notification of this cancellation 48 hours before the Permitted Time (a clear email sent to it is acceptable for this purpose). If the Producer fails to notify Rochdale Film Office in writing of any such cancellation 48 hours Before the start of the Permitted Times, then the full fee shall be payable. Please note that payments for additional services such as but not limited to, parking suspensions or road closure notices, are liable to third party cancellation policies and as such will be reviewed on a case-by-case basis. Rochdale Film Office cannot guarantee a full refund of these charges. Administration fees and charges for officer time will not be refunded once they have been incurred.

3. Subject to the terms of this Agreement, Rochdale Film Office hereby grants the Producer the right (in common with itself, the Council and all other persons authorised by it) to use the Locations for the Permitted Use during the Permitted Times.

4. The right given by clause 2 above shall be exercised in consultation with any relevant manager of the Location(s) and/or other person(s) notified to the Producer, in a way which so far as reasonably practicable does not interfere with or impede the normal use of the Location(s).

5. Rochdale Film Office gives no warranty that the Location is legally, physically or otherwise fit for any specific purpose. Also, that further consent may be required from a private landowner or agency. It is the Producer's responsibility to ensure they have the correct consent(s) for any filming or associated activity which may take place.

6.The Producer shall have the right to represent the Location(s) as another real or fictional place, or by prior agreement only to represent the Location(s) under its proper title.

7.Rochdale Film Office acknowledges and agrees that the Producer shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the products of Producer's audio and/or visual recordings (the "Film") on the Location(s) including the perpetual and irrevocable right to, and to license others to, use and re-use all or any part of the Film, in advertising, publicising, marketing, promotion exhibiting and exploiting the same of the Film and the exhibitor's products or any related subsidiary or ancillary rights, by any manner or means (whether now known or hereafter devised) in any and all media throughout the universe for the full period of copyright and of all other rights in the Film, including all extensions, revivals and renewals of such rights and thereafter (insofar as is or may become possible) in perpetuity. The Producer agrees that the use of the Film shall be restricted to the Film as titled and set out in this Agreement (including publicity for that Film) and not used for any other purpose (other than as a flashback or other excerpt in a prequel, sequel or spin off of the original Film). The media shall include, but not be limited to, all forms of broadcasting, television, video, DVD, radio, publishing, internet merchandising, computer software, social media, sound recordings, commercial/promotional tie-ins, and partnership marketing campaigns.

8.Neither Rochdale Film Office, the Council nor any other party now or hereafter claiming an interest in the Location(s) and/or interest through the Council shall have any right of action against the Producer or any other party arising from or based on any use or exploitation of the Film, whether or not such use is or is claimed to be defamatory, an invasion of privacy, an infringement of copyright or trademark or untrue or censurable in nature.

9.Rochdale Film Office agrees that the Producer's editorial decision is final and the Producer is not under any obligation to use any material it records or any part thereof in the Film.

10.Rochdale Film Office agrees that the Producer has the right to edit, modify, dub, translate, and subtitle the Film in all languages.

11. The rights and/or obligations relating to the Film granted to the Producer under the terms of this Agreement are assignable without requiring Rochdale Film Office's consent. The Producer shall remain liable to Rochdale Film Office for all of its obligations under this Agreement.

12.If at any time the Producer commits a material breach of this Agreement and having been notified of such failure, continues to act in breach of the same Rochdale Film Office reserves the unfettered right, to revoke this Agreement forthwith (except the rights outlined in clauses 7 and 8, regarding the exploitation of the Material).

13.Rochdale Film Office agrees and acknowledges that the Producer's rights and remedies in the event of any breach of these terms by the Producer will be limited to the

right, if any, to recover money damages in an action at law, and expressly and irrevocably waives the right to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising, or any other means of exploitation of the Film and exhibitors' products and/or services.

14. Save in the event that it can be established that Rochdale Film Office has been negligent, it shall not be liable for the death of or injury to the Producer, its employees, contractors, agents or authorised invitees or for any damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by this Agreement.

15. Rochdale Film Office undertakes, warrants and represents that it shall maintain the confidential nature of all matters relating to the Film including without limitation the premise/concept of the Film, scripts, cast, financial arrangements and technical processes involved in the Film, the terms of this Agreement and any other confidential information relating to Producer and/or the exhibitor.

16. The Producer shall endeavour, upon request from Rochdale Film Office to provide publicity photographs of the film for it to use to support filming in Rochdale and to publicise the film service. Photographs will only be made available once the Film has been released to the general public.

17. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (rights of Third Parties) Act 1999.

18. This Agreement is governed by English law.

### **Producer's undertakings**

19. To indemnify Rochdale Film Office against all direct losses, claims, actions, proceedings, damages, reasonable costs or reasonable expenses or liability in respect of personal injury (including death) and loss of or damage to property to the extent arising as a direct result of the negligent act or omission of the Producer or its employees, servants or agents and subject to Rochdale Film Office taking reasonable steps to mitigate any losses. To the extent permitted by law, the Producer's aggregate liability howsoever arising out of this Agreement shall not exceed £5,000,000.

20. To effect and to maintain both public and employer's liability insurance in a sum 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 Producer to third parties (including for the avoidance of doubt employees of Rochdale Film Office, The Council and the Producer) arising out of, or in connection with, the use of the Location(s) by the Producer and to produce, or demand, evidence of this insurance.

21. At all relevant times to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Producer's activities at the Location(s), to ensure, as far as reasonably practicable to the extent of the Producer's authority and control, the safe use of the Location(s) and for the preservation of order at and in the vicinity of the Location(s) and specifically not to use any unmanned aerial vehicle (UAV, Drone, UAS or similar) unless agreed separately in writing.

22. To permit Rochdale Film Office and/or its employees and/or representatives to inspect and monitor the arrangements made by the Producer for the proper supervision of the Location(s) and to fully co-operate with any such person(s) at all relevant times.

23. To observe such rules and regulations governing the use of the Location(s) as may have been made or as may from time to time be made by Rochdale Film Office and not to create any unreasonable (in all the circumstances) nuisance or annoyance.

24. Only to use the Location(s) or any part of it/them for the Permitted Use.

25. Only to use the Location(s) or any part of it/them during the Permitted Times.

26. To deal with any complaints promptly, courteously and efficiently and promptly notify Rochdale Film Office in writing (e mail) within 3 working days of any serious complaints received and the steps you have taken in response to them.

27. Not to do, or permit or suffer to be done, anything to unfairly or inaccurately injure the reputation of the Location(s) or Rochdale Film Office or the Council or to cause an offence against any statute, or any regulations made under any statute, or by the Council, or any other public authority, or to imperil any licence, permit or other authorisation granted for the Location(s), or any insurance effected on it.

28. Not to permit or suffer any persons to enter or use the Location(s) other than persons who are employees or agents of the Producer engaged in the Production that is the subject of this Agreement, or who are members of the cast of that Production.

29. Not to make alterations or additions to the existing fabric design or layout of the Location(s) or any of its facilities or services except as expressly permitted by this Agreement and subject to compliance with any additional conditions specified by the Rochdale Film Office (which conditions Rochdale Film Office shall be entitled to specify in its absolute unfettered discretion).

30. To the extent of the Producer's authority and control, not to undertake any publicity or place any advertisement referring to the Location(s) or Rochdale Film Office or the Council without Rochdale Film Office's prior written agreement.

31. To immediately notify Rochdale Film Office of any damage to or harm suffered by any Location(s), and to the extent that such damage or harm is negligent or intentionally caused by the Producer or its employees, agents or invitees in connection with use of the

Location(s) under this Agreement, to make good to the reasonable satisfaction of Rochdale Film Office any such damage or harm as soon as reasonable practicable.

32. The Producer undertakes to promptly remove all of its equipment, goods, rubbish and litter from the Location(s) at the end of the Permitted Times and to leave it/them in a clean and tidy state. Should the Producer fail to remove the remaining rubbish or equipment 1 working day after having been notified, Rochdale Film Office may remove and/or dispose of any such equipment, goods, rubbish or litter at the Producer's expense and the cost of any such removal and/or disposal, plus any fines for fly tipping or similar offence shall be payable by the Producer to Rochdale Film Office on demand.

33. At all times, whilst in occupation of the Location(s), the Producer will comply with all relevant Health and Safety Codes of Practice and Legislation that may apply to the Location(s) and/or to the activities being carried out. Furthermore, if required, the Producer will provide a copy to Rochdale Film office of any relevant or required risk assessments before filming begins. It being understood that these risk assessments are the property of the Producer and Rochdale Film Office accepts no responsibility for the content thereof. Specifically, the Producer agrees to appoint a Senior Person Responsible (SPR) for any electrical safety inspection as required under BS7909 and if requested, such test results be available to Rochdale Film Office and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement (e.g., responding to a request under the Freedom of Information Act 2001).

34. The Producer agrees to ensure that any radio devices such as walkie talkies, radio microphones and similar are covered under a temporary licence from OFCOM to allow use of the permitted radio spectrum.

35. No litter, alcohol or illegal substances are permitted on Location(s) unless otherwise agreed.

36. Any undertaking by the Producer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by any of the Producer's employees, servants or agents and/or any person(s) associated with the Producer.

37. Attaching unit signs or similar temporary signposts to lamp columns, traffic signals or street furniture is not permitted. The Council has adopted a pro-active approach to all forms of fly posting and if such signs are put up their dedicated fly posting removal team will remove them and the Producer responsible for putting up the signage may be liable to pay the removal cost.

38. When it is possible that filming may impact on residents and businesses, the Producer shall arrange and pay for a community engagement process. This process shall be discussed and agreed in advance with Rochdale Film office. Community engagement may include any or all of the following: letter drop(s), (contents to be agreed in advance by Rochdale Film office and may include a parking and access plan), public meeting,

short term employment opportunities for local young people, donations to local training schemes or to resident's associations, set visits for local schools or community groups and assistance in generating positive news stories about the shoot.

39. The Producer must adopt environmentally responsible policies to protect air quality, and to minimise noise and light pollution. Should Rochdale Film Office receive any complaint about noise from residents, a notice may be served under the Environmental Protection Act 1990.

40. Prior written approval by Rochdale Film office must be sought if the Producer wishes to use sound playback on set.