

Film Permit Agreement Terms and conditions

Definitions

“Administrative Fee” the non-refundable fee depending on the size of your film crew the price list is available on the film permit website, and should be paid to Birmingham City Council by the Producer for the processing of this Film Permit and is due to be paid prior to you receiving your completed Film Permit.

“Fees” the Administrative fee (paid to the relevant location or department with whom you have a license agreement in place), Facilitation fee (as appropriate), and Unit Sign Removal Fee (as appropriate).

“Filming Permit” this Agreement issued by the Council to the Producer for filming at the Location during the Permitted Times and for the Permitted Use in accordance with the terms and conditions of this Agreement.

“Film Birmingham” the department of Birmingham City Council which deals with the processing of Film Permits and filming related activity.

“Location” for the purposes of this agreement, the location shall mean such road, pavement or footpath that is a publicly maintainable highway under s.36 of the Highways Act 1980 by Birmingham City Council as the highway authority that you have stipulated in your film permit application (which Birmingham City Council has legal rights to authorise).

“Unit Sign Removal Fee” the fee of £50 plus VAT per each individual Unit Sign that is removed by the Council as a result of the Producer leaving the Unit Signs up following filming in accordance with clause 30.

“Unit Sign(s)” any directional signage that is (usually) erected (to lampposts and traffic lights) in and around the city to get crew/cast to and from location and unit bases

Terms of the agreement

1. Subject to the terms of this Agreement, the Council hereby grants the Producer the right (in common with the Council and all other persons authorised by the Council) to use the Location(s) stipulated in your application for the Permitted Use during the Permitted Times.
2. The obligations, processes and undertakings as set out in Filming in Birmingham ‘Code of Practice’ Available on the Film Birmingham website (www.filmbirmingham.co.uk/filming-application-form).

3. The right given by clause 1 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).

4. The Council gives no warranty that the Location(s) 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 production company's responsibility to ensure they have the correct landowner's consent for any filming or associated activity which may take place.

5. 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.

6. All rights to the films and photographs taken at the Location(s) shall vest in the Producer. The Producer shall have the right to exploit and exhibit the film with, or without the scenes photographed at the Location(s), in any medium now known or hereafter devised, without restriction.

7. Time shall be of the essence for all the purposes of the Producer's obligations under this Agreement.

8. The rights granted to the Producer under the terms of this Agreement are not assignable (except the rights outlined in clause 6, regarding the exploitation of the film, which are assignable at the Producer's discretion).

9. If at any time the Producer fails to comply with the terms and conditions of this Agreement and having been notified of such failure, continues to act in breach of the same, the Council reserves the unfettered right, to revoke this Agreement forthwith.

10. Nothing contained in or implied by this Agreement shall prejudice or affect the Council's rights, powers, duties, functions or obligations as a local authority.

11. Save in the event that it can be established that the Council has been negligent, the Council 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 performance or exercise of the rights granted by this Agreement.

12. This Film Permit does not grant exclusive use of the Location stipulated by the producer (unless otherwise separately negotiated). 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.

13. This Agreement is governed by English law.

Producer's undertakings

14. The Producer agrees to pay all Fees with any overtime or agreed additional expenses plus any applicable taxes that are due in accordance with the terms and conditions of the relevant invoice that is submitted by or on behalf of the Council.
15. To indemnify the Council against all direct losses, claims, demands, actions, proceedings, damages, reasonable costs or reasonable expenses or other liability to the extent arising as a direct result of the negligent act or omission of the Producer or its employees, servants or agents or any breach of any of the obligations in this Agreement by the Producer and subject to the Council taking reasonable steps to mitigate any losses. The Producer's aggregate liability howsoever arising out of this indemnity shall not exceed £5,000,000 but this limit shall not apply to personal injury or death resulting from its negligence.
16. 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 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.
17. At all relevant times to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Location(s), to ensure 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 unless agreed separately in writing.
18. To permit the Council and/or its employees 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.
19. 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 the Council and not to create any unreasonable (in all the circumstances) nuisance or annoyance.
20. Only to use the Location(s) or any part of it/them for the Permitted Use.
21. Only to use the Location(s) or any part of it/them during the Permitted Times.
22. To deal with any complaints promptly, courteously and efficiently and promptly notify the Council in writing (e mail) within 24 hours of any serious complaints received and the steps you have taken in response to them.
23. Not to do, or permit or suffer to be done, anything to unfairly or inaccurately injure the reputation of the Location(s) 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.

24. 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 film or production that is the subject of this Agreement, or who are members of the cast of that film or production.

25. Not to make alterations or additions to the existing fabric design or lay-out 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 Council (which conditions the Council shall be entitled to specify in its absolute unfettered discretion).

26. Not to undertake any publicity or place any advertisement referring to the Council without our prior written agreement.

27. To immediately notify the Council of any damage to or harm suffered by any Location(s), and to make good to the reasonable satisfaction of the Council any such damage or harm which is caused by the Producer within 14 (fourteen) days of it being notified to the Council.

28. 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 do so, the Council 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 shall be payable by the Producer to the Council on demand.

29. 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 the Council of any relevant or required risk assessments before filming begins. 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 the Council and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement.

30. The Producer agrees to ensure all Unit Signs are removed within one week of completion of filming. Should The Producer fail to follow this guidance, The Producer acknowledges the Council will arrange to remove them and charge the Producer the Unit Sign Removal Fee for each Unit Sign that is removed by the Council. The Producer undertakes to pay any Unit Sign Removal Fee within 7 days of receipt of any invoice issued by the Council.

31. The Producer acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (as amended) ("FOIA") and the Environmental Information Regulations and shall assist and co-operate with the Council to enable the Council to comply with information disclosure requirements by responding within 2 working days of receiving a request for information and by providing a copy of all information in its possession that the Council has requested within 5 working days. At no time should the Producer respond directly to any requests for information and

the Council shall be responsible for determining at its absolute discretion whether the confidential information or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations in response to a request for information.

32. No litter, alcohol or illegal substances are permitted on Location(s) unless otherwise agreed by the Council.

33. Not to cause any obstruction on the Location or obstruct any members of the public from carrying out their business or cause a disturbance or safety hazard.

34. The Producer acknowledges that the Administrative Costs are non-refundable.

35. 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.

36. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

37. The Producer acknowledges that by entering into this Agreement it has read and agrees to be bound by and comply with all of the terms and conditions set out in Birmingham City Council's Filming Code of Practice (as amended from time to time) which can be found at www.filmbirmingham.co.uk/filming-application-form which are incorporated in this Agreement. Should the Producer wish to obtain a hardcopy of Birmingham City Council's Filming Code of Practice then it should contact the Council to obtain a copy.