

CONDITIONS FILMING AT COUNCIL OWNED PROPERTIES

1.	The Hirer agrees to pay to the Council the Fee (including any VAT) on completion of this application. The Application will not be accepted and no Licence will be granted until the Fee has been paid in full and a receipt issued by the Council.	21.	The Hirer shall:	21.21	- ensure that any electrical equipment on the Location shall be tested and certified by a competent person and must comply with the current electrical standards and legislation
2.	The Hirer agrees to pay to the Council the Deposit (including any VAT) with irrevocable instructions that the deposit is to be held by the Council as security against the Hirer failing to comply with the terms and conditions of this Licence			22.	-report all accidents and incidents occurring at the Filming (including incidents of harassment and disorder) to the Council as soon as possible -not and shall ensure that its employees agents sub contractors or any one connected to the filming do not erect posters or advertising on any building or highway or fencing without the consent of the landowner or local authority.
3.	Within 28 days of the expiry of the Licence the Council shall inspect the Location. If the Hirer has complied with the terms and conditions of this Licence and there is no damage to the location the Council will return the Deposit to the Hirer.	21.2	-upon request submit full details of the layout of their proposed activities at the Location prior to the Filming showing such detail as the Council's Authorised Officer may require and the Hirer shall incorporate at the Hirer's expense such alterations and amendments to the layout as the Council Authorised Officer considers necessary	23.	A Condition survey of the Location (including photographs) may be requested by the Council before the Filming takes place and agreed between the Council's Authorised Officer and the Hirer prior to the commencement of the Licence and may be used by the Council to determine the Hirer's liability for the reinstatement of the Location
4.	If in the Council's opinion, the Hirer has failed to comply with the terms of this Licence, the Council may instruct the Hirer to arrange or carry out any works as it may consider reasonably necessary to the Council's satisfaction with 14 day or if the Hirer fails to do so the council may arrange to carry out the said works and apply the Deposit to cover any costs incurred by the Council in carrying out the repairs.	21.3	-not erect signs or other decorations outside any part of the Location without the previous written consent of the Council -not erect any additional lights or extensions from existing electric light fittings without the previous consent of the Council	24.	The Council reserves the right to require the Hirer to remove any advertising material hoarding or any other promotional material or the Council may remove itself any such material
5.	Any remaining Deposit will be returned to the Hirer, or if the Deposit is insufficient to cover the costs the Council may recover the remainder from the Hirer as a debt.	21.4	-not use any bolts nails tacks screws stakes etc on or into any part of the fabric or any building fence or floor of the Location nor shall any placards or other articles be fixed thereto without the previous written consent of the Council. Any damage as a result of any bolts nails tacks screws stakes etc being driven into any part of the Location nor any placards or other articles being fixed shall be made good at the Hirer's expense	25.	The Council may erect banners or other such material as it so decides at the Filming indicating its support for the Filming and to distribute promotional material advertising services provided by the Council During the Licence Period the Hirer shall be responsible for:-
6.	The Council agrees that the Hirer may use the Location for the purpose of filming ("Filming") scenes in connection with the film advert or television production named in the Application Form on the following terms and conditions	21.5	-not advertise the Filming nor make any public announcement about the Filming until the Licence has agreed and confirmed by the Council	26.	The Filming shall be subject to such noise limits as the Council so stipulates having given consideration to the location of the Filming and the Hirer shall not exceed such limits. Irrespective of noise limits determined in advance of the Filming if an Authorised Officer of the Council determines that the noise emanating from the Filming constitutes a nuisance the Hirer shall adhere to all instructions issued by such officer to reduce noise levels. Notwithstanding this the Hirer shall not play or permit to be played amplified music without the prior consent of the Council
6.1		21.6	-ensure that all entrances to and exits from the Location are kept unlocked unobstructed and immediately available for use during the Filming and ensure no obstruction is placed or allowed to remain in any entrances to or exits from the Location	27	The Council shall not be liable for any damage or theft or loss of any property goods or articles whatsoever placed deposited brought into or left upon the Location either by the Hirer or by any other person
7.	It is understood that the Hirer may need to return to the Location at a later date if principal filming or photography and recording is not completed during the period specified in the Licence. Any dates for future filming will be agreed in writing with the Council's Authorised Officer and shall be on the same terms and conditions contained herein and may incur a further Fee.	21.7	-ensure the efficient supervision and effective control of the Location the orderly and safe admission and departure of an audience to and from the Location and for setting in place procedures for the safe clearance of the Location in case of emergency	28.	The Council shall not be liable for any loss due to any breakdown of machinery failure of any public utility fire Government restriction or Act of God which may cause the Location to be temporarily closed or the Filming to be interrupted or cancelled
8.	The Hirer shall be entitled to bring onto the Location such personnel equipment and props as are reasonably necessary to carry out the Filming	21.8	-ensure safety and good order within the Location	29.	The Council shall not be liable for any damage or loss caused to the Hirer other than personal injury or death caused to the Hirer's employees agents sub contractors or visitors due to the negligence of the Council or its employee
9.	The Hirer shall be entitled to represent the Location under its proper name or to represent it as being another real or fictional place according to the requirements of the Film	21.9	- provide sufficient suitably skilled personnel as may in the opinion of the Council Authorised Officer be necessary to adequately control the Filming. All such personnel shall wear clearly distinguishing clothing which allows persons attending the Filming to easily identify them	30.	Except where specifically agreed by the Council motor vehicles shall not be permitted on the Location
10.	The Hirer shall be entitled to exploit the Film with or without the scenes filmed or photographed at the Location by all means and in any medium either know or hereafter devised without any restrictions	21.10	-consult with the local Police the Fire Service and the Ambulance Service for the Area prior to the Filming and comply with advice given in respect of levels of policing, the precautions necessary to prevent fires, levels of paramedic or first aid support required. Where the Hirer intends: -to use special effects and pyrotechnics or -use any Liquefied Petroleum Gas (LPG) or other hazardous Chemicals or -partake in hazardous activities (e.g. stunts involving people, vehicles or machinery etc)	31.	The Council shall be entitled to remove without notice to the owner any vehicle from the Location during the Licence Period without incurring any liability for any loss or damage to the said vehicle or its contents
11.	The Hirer shall own the copyright and all other rights of every kind in and to all film and audio and audio/visual recordings and photographs made in or about the Location.			32.	Vehicles essential to the Filming (eg generators, specially adapted trailers dining buses, catering vehicles etc) are deemed to be the responsibility of the Hirer. Any damage to the Location and the costs of repairs arising from the presence of such vehicles will be chargeable to the Hirer or be deducted from the Deposit
12.	The Hirer shall be entitled to incorporate all films photographs and recordings whether audio or audio-visual made in or about the Location in the Film and may take still photographs for use either in the film or in publicity material including book publishing or merchandising			33.	This Licence shall be governed by and construed in accordance with the law of England and Wales If any provision of this Licence is declared by any court or Tribunal to be void voidable illegal or otherwise unenforceable. The remaining provisions of this Licence shall remain in full force and effect.
13.	The Hirer shall not use the Location for filming pornographic images or subjects that would in any way offend the common decency			34.	The Council may cancel this Licence at any time if: 1. the Hirer fails to observe the requirements of any of the Terms of this Licence 2. The Council requires the Location in connection with any occasion of national rejoicing or mourning or for an event of civic or national importance 3. if any employees servants sub-contractor suppliers or agents or anyone acting on the Hirer's behalf make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere.
14.	The Hirer shall not assign novate and/or sub-licence the whole and/or any part of its rights pursuant to this Licence to any Hirer The Hirer shall not without the previous written consent of the Council make decorative changes additions and alterations in and/or to the Location. Any alteration made shall be of a temporary nature only and the Hirer undertakes at its own cost to restore the Location to its original condition to the reasonable satisfaction of the Council's Authorised Officer	21.11	-observe and ensure its employees agents and any sub-contractor engaged at the Filming observes all statutory requirements orders and regulations applicable to the provision of catering services and in particular: (a) The Food Safety Act 1990 and associated regulations (b) Regulations (EU) No 852/2004 on the Hygiene of Foodstuffs (c) Health and Safety at Work etc Act 1974 and associated (d) the Equalities Act 2010		
15.	The Hirer shall be responsible for obtaining any consents required to make changes additions and alterations to the Location in and/or to the highway, signage and street/highway furniture as may be necessary for the Filming. Evidence of consents shall be produced by the Hirer on request at any time.	21.12	-remove from the Location all structures barriers and advertising materials and any other items from the Location at the end of the Licence Period	35.	In the event that the Council cancels the Licence for whatever reason, the Council will only be responsible for the repayment of any Fee paid by the Hirer and not for any direct or indirect costs or losses suffered by the Hirer as a result of the cancellation.
16.	The Hirer shall arrange insurance which will indemnify the Council to a minimum of £5 million per claim or series of connected claims for any liability loss claim or proceeding arising in respect of any breach or non-performance by the Hirer of any or all of its undertakings or obligations under this Licence and/or loss or damage to the Location caused by negligence omission or default by the Hirer or any person for whom the Hirer are legally responsible	21.13	-not permit the sale or consumption of alcohol at the Location	36.	The Council will not be responsible for any costs losses or damage suffered by the Hirer in the event of the Location not being available by reason of events beyond the control of the Council, such as, but not limited to, accident adverse weather war or civil commotion death in the Royal family force majeure strike lock-out.
17.	The Hirer will indemnify the Council and hold the Council harmless against all costs claims demands and liabilities arising out of or consequent upon any breach or non performance of any clause of this Licence. The Hirer shall also indemnify the Council for any personal injury and/or death of any person in or at the Location during the Filming caused by negligence omission or default by the Hirer or any person for whom the Hirer are legally responsible or any person there at the Hirer's request or with the Hirer's consent	21.14	-comply with all byelaws relating to the Location	37.	The Hirer agrees that officers and agents of the Council may enter any part of the Location at all reasonable times for inspection or any other reasonable purpose
18.	Should Filming be cancelled and the Location have already been altered or changed by the Hirer in any way the Hirer will immediately restore the Location to its original condition which existed prior to the alteration to the complete satisfaction of the Council and bear the costs of so doing	21.15	-be responsible for the actions or omissions of employees agents and any sub-Contractors	38.	Any notice or other communication given or made in accordance with this Licence shall be in writing and be sent by registered or recorded delivery post (in addition to any other effective mode of service) and shall be deemed (unless the contrary shall be proved) to be received on the second day after the notice was posted. Notice to the Hirer should be sent to the address on the front of this Licence and to the Council be served on the Borough Solicitor of the Council at One Legal Tewkesbury Borough Council, Council Offices, Gloucester Road Tewkesbury GL20 5TT
19.		21.16	-make adequate provisions for the collection and disposal of all waste generated on the Location during the Licence Period Disposal of hazardous or potentially hazardous waste shall be carried out by authorised waste carriers		
20.	Third Parties shall not have the right to enforce this Licence pursuant to the Contracts (Rights of Third Parties) Act 1999	21.17	-ensure that no goods material or equipment are uncollected or remain at the Location at the end of the Licence Period. The Council reserves the right at the expense of the Hirer to remove and to deliver them to the Hirer (who shall be responsible for their return to the owners). The Council shall not be responsible in any way whatsoever for the goods material or equipment after they have been returned to the Hirer. If the Council is unable to locate the Hirer the Council may dispose of the goods material or equipment and apply any monies raised to cover the cost of the council in disposing of the items		
		21.18	-not sell any goods at the Filming		
		21.19	-not permit within the Location any form of gambling		
		21.20	-not permit any performance by animals Birds or fish at the Filming		