

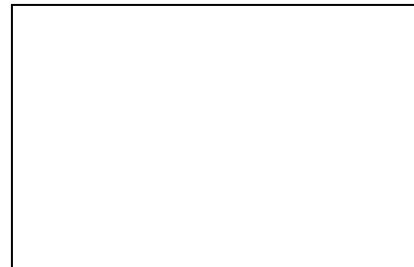
London Borough of Hackney
Filming and Photography Licence

Job reference: 2005/HCK

For the purposes of this Licence it is agreed between:

*The Mayor and Burgess of the
London Borough of Hackney*

and



On today's date the:

That the Site/Premises known as ... shall be made available to the Licensee on the day and times of ... for the permitted use of **exteriors / interiors only**.

Special effects etc.

Except where otherwise agreed in writing, the following are **not** permitted on site: explosions, fire, stunts, charged firearms, smoke, playback, wet down, wind machines, nudity or unnamed special effects.

Parking

Agreed Parking: ...

Except where otherwise agreed the following is **not** permitted: suspension of meters or residents' bays, dispensations, parking on yellow lines or pavements.

Fees

The total fee, not including overtime or any expenses, agreed for the use of the site on the dates and times stated above will be **£0.00 + VAT**.

In the event of the Film Maker/Photographer or his servants pending any time at the Site in excess of the days and times agreed above an additional fee shall be paid calculated as follows: **£0.00 per hour of overtime**.

All fees, together with any overtime or additional expenses are to be paid in full, directly to the Council in accordance with the terms of the invoice.

Terms of the Licence

1. Subject to the further terms of this Licence the Council, on behalf of the Owners and/or managers of the site gives the Licensee the right (in common with the Council and all other persons authorised by the Council, Owners and/or Managers) to use the Site for the Licence Period for the Permitted Use.
2. The right given by clause 1 shall be exercised in consultation with the Manager of the Site or other officer notified to the Licensee, in a way which so far as reasonably practicable does not interfere with or impede the normal use of the Site.
3. The Council gives no warranty that the Site is legally or physically fit for any specific purpose.
4. The Council warrants that it is free to enter into this agreement and that the rights and permissions granted herein reside with the Council.
5. The Licensee shall have the right to represent the Site as another real or fictional place, or by prior written agreement to represent the site under its proper title.
6. All rights to the films and photographs taken at the site shall vest in the Licensee. The Licensee shall have the right to exploit and exhibit the film with, or without the scenes photographed at the site, in any medium now known or here after devised, without restriction in perpetuity.
7. Time shall be of the essence for all the purposes of the Licence Period.
8. The rights granted to the Licensee under the terms of this licence are not assignable.

Licensee's undertakings

9. To indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence, or any breach of any of the obligations on the part of the Licensee.
10. To effect and to maintain during the Licence Period 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 Council and the Licensee to third parties (including for the avoidance of doubt employees of the Council and the Licensee) arising out of, or in connection with, the use of the Site and to produce, or demand, evidence of this insurance.
11. During the Licence Period to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Site for its safety and for the

preservation of order in it and in the vicinity of it. Any undertaking by the Licensee 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 another person.

12. To permit the Council and its employees and agents to inspect and monitor the arrangements made by the Licensee for the proper supervision of the Site.
13. To observe such rules and regulations governing the use of the Site as may have been made or as may from time to time be made by the Council.
14. Not to use the site or any part of it otherwise than for the permitted use.
15. Not to do, or permit or suffer to be done, anything to injure the reputation of the site, or to 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 granted for the Site, or any insurance effected on it.
16. Not to permit or suffer any persons to enter or use the Site other than persons who are employees or agents of the Licensee engaged in the production, or who are members of the cast of the licensed film or production.
17. Not to make alterations or additions to the existing fabric design or lay-out of the Site or any of its facilities or services except as expressly permitted by this licence and subject to compliance with the related conditions of the Council (which approval the Council shall be entitled to grant or withhold in its absolute unfettered discretion and if granted upon which conditions as to reinstatement and security as the Council shall in its like discretion stipulate)
18. Any undertaking by the Licensee not to do an act or thing shall be deemed to include all employees, servants, agents and any persons associated with the Licensee.
19. To make good to the reasonable satisfaction of the Council any damage caused to or suffered by the Site as a result of, or arising from its use by the Licensee pursuant to this Agreement, within 14 (fourteen) days.
20. At the end of the Licence Period The Licensee undertakes to immediately remove all their equipment, goods rubbish and litter from the Site and to leave it in a clean and tidy state. Should the Licensee fail to do so the Council will remove the rubbish etc. at the Licensee's expense, such cost shall be payable to the Council on demand.
21. At all times, whilst in occupation of the site, the Licensee will comply with all relevant Health and Safety Codes of Practice and Legislation that may apply to the site or the work being carried out thereon. Furthermore, if required, the Licensee will show the Council any relevant risk assessments before filming begins.

- 22. The Licensee agrees to abide by the A.L.G. Film Maker's Code of Practice, as produced by Film London, a copy of which is available on request.
- 23. No litter, alcohol or illegal substances are permitted on site.
- 24. The Licensee shall be entitled to cancel the Agreement. Should cancellation take place in writing 48 hours or more prior to the time stated for the commencement of the Licence Period. The Licensee shall only be liable to pay the Council an administration fee of £50.00. Should cancellation take place with less than 48 hours notice, the Contractor shall pay to the Council 75% of the agreed location fee for real or notional loss of opportunity.
- 25. If at any time the Licensee fails to comply with the terms and conditions of this Licence and having been notified of such failure, continues to act in breach of the terms and conditions above, The Council reserves the right, to revoke this Licence forthwith.

Special Conditions relating to this location

**We, the undersigned agree to the terms and conditions of this Licence,
Issued to:**

Signed

Date

For and on behalf of the Production Company

Name in print:

Signed

Date

For and on behalf of the London Borough of Hackney