

## 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 Production Central WM website and should be paid to West Midlands Growth Company by the Production Company for the processing of this Agreement 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).

“Authority” refers to the West Midlands Growth Company which provides the service within the geographic boundaries covered by the West Midlands Combined Authority. These authorities are; Birmingham City Council, Coventry City Council, City of Wolverhampton Council, Sandwell Metropolitan Borough Council, Solihull Metropolitan Borough Council, Walsall Metropolitan Borough Council and Dudley Metropolitan Borough Council, as applicable.

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

“Production Company” means the named company on the film permit application.

“Production Central WM” is a production services agency operated by the West Midlands Growth Company which deals with the processing of Film Permits and filming related activity for the West Midlands Combined Authority Area.

“Project” means the project title included on the film permit application.

“Permitted Time” means the time stipulated in the film permit application.

“Permitted Use” means the use stipulated in the film permit application.

“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 the governing Council as the highway authority that you have stipulated in your film permit application (which the Authority has legal rights to authorise).

“Unit Sign Removal Fee” the fee of £50 exclusive of VAT per each individual Unit Sign that is removed by the Authority as a result of the Production Company leaving the Unit Signs up following filming in accordance with clause 23.

“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

This Agreement sets out the term on which the Authority permits the Production Company to film at the Location(s).

### Location and Access

1. Subject to the terms of this Agreement, the Authority hereby grants the Production the right (in common with the Authority and all other persons authorised by the Authority) to use the Location(s) stipulated in your application for the Permitted Use during the Permitted Times and on the Permitted Date(s).
2. The obligations, processes and undertakings as set out in Production Central WM 'Code of Practice' Available on the Production Central WM website ([www.productioncentralwm.com](http://www.productioncentralwm.com))
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 Production Company, in a way which so far as reasonably practicable does not interfere with or impede the normal use of the Location(s), unless otherwise agreed between the parties. The proposed schedule for the filming of the Project, including times, date(s), location(s), and permitted subject matter, is set forth on Page 1 of this Agreement and may be amended by mutual written agreement of the parties.
4. The Authority gives no warranty that the Location(s) is legally, physically or otherwise fit for any specific purpose including the Permitted Use. 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. The Production Company shall have the right to make such changes, additions and alterations in and to the Location (interior and exterior) as the parties shall mutually agree in good faith, but any such changes, additions and alterations shall be of a temporary nature only and the Production Company agrees after final use under this Agreement to restore the Location to its original condition unless otherwise agreed by the Authority.
5. The Production Company 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 Production Company. The Production Company 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 Production Company's obligations under this Agreement. If the filming is not complete during the Production Period, the Authority shall consider requests from the Production Company to return to the Location for an agreed period of time ("Additional Period") for an additional fee. The terms of this Agreement shall apply to any additional period.
8. The rights granted to the Production Company 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 Production Company's discretion).
9. If at any time the Production Company 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 Authority reserves the right to terminate this Agreement with immediate effect on written notice.
10. Nothing contained in or implied by this Agreement shall prejudice or affect the Authority's rights, powers, duties, functions or obligations as a local authority.

## **Fees**

11. The Production Company shall pay the Authority the Fees in advance of the permit being issued, unless otherwise agreed in writing with Production Central WM.
12. In the event that the Production Company (or its personnel or contractors) are present at the Location outside of the Filming Period, the Production Company shall pay the Authority an additional Overtime Fee as detailed by Production Central WM.
13. The Production Company 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 Authority.
14. The Production Company is responsible for all fees and expenses it incurs whilst filming at the Location.
15. The Production Company acknowledges that the Administrative Costs are non-refundable.

## **Production Company Requirements**

16. The Production Company, its employees and contractors must always comply with the Production Central WM Code of Practice and any relevant Authority Codes of Conduct.
17. The Production Company undertakes to advise all its employees and its contractors of any relevant restrictions, guidelines or obligations contained in this Agreement or otherwise communicated by the Authority to the Production Company from time to time and shall procure (where relevant) that all its employees and contractors comply with such restrictions, guidelines and obligations.
18. The Production Company is responsible for the acts and omissions of all employees and contractors engaged (directly or indirectly) by the Production Company in relation to the Production Company's activities pursuant to this Agreement. The Production Company agrees that the acts and omissions of all employees and contractors engaged (directly or indirectly) by the Production Company in relation to the Project or this Agreement shall be deemed to be those of the Production Company for the purposes of this Agreement.
19. The Production Company must at all relevant times 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.
20. The Production Company shall:
  - ensure proper care and careful use of the Location(s);
  - obtain the Authority's prior written consent in respect of any aspect of the proposed filming at the Location(s) which involves any particular risk of fire, flood, smoke or other damage (and the Production Company shall pay for the cost of any related special precautions required by the Authority to mitigate such risks);
  - permit the Authority and/or its employees to inspect and monitor the arrangements made by the Production Company for the proper supervision of the Location(s) and to fully co-operate with any such person(s) at all relevant times;
  - warrant that it has in place any licences, parental consents, DBS check and other such permissions that the Authority may require from time to time;
  - 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 Authority and not to create any unreasonable (in all the circumstances) nuisance or annoyance;

- only to use the Location(s) or any part of it/them for the Permitted Use.
  - only to use the Location(s) or any part of it/them during the Permitted Times.
  - only to use the Location(s) or any part of it/them during the Permitted Date(s).
  - deal with any complaints promptly, courteously and efficiently and promptly notify the Authority in writing (email) within 24 hours of any serious complaints received and the steps you have taken in response to them.
  - not to do, or permit or suffer to be done, anything to unfairly or inaccurately injure the reputation of the Location(s) or the Authority, or to cause an offence against any statute, or any regulations made under any statute, or by the Authority, 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;
  - not to permit or suffer any persons to enter or use the Location(s) other than persons who are employees or agents of the Production Company 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.
  - 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 Authority (which conditions the Authority shall be entitled to specify in its absolute discretion).
  - not to undertake any publicity or place any advertisement referring to the Authority without the Authority's prior written agreement.
  - to immediately notify the Authority of any damage to or harm suffered by any Location(s), and to make good to the reasonable satisfaction of the Authority any such damage or harm which is caused by the Production Company within 14 (fourteen) days of it being notified to the Authority.
  - 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.
21. The Production Company undertakes to promptly remove all 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 Production Company fail to do so, the Authority may remove and/or dispose of any such equipment, goods, rubbish or litter at the Production Company's expense and the cost of any such removal and/or disposal shall be payable by the Production Company to the Authority on demand.
22. At all times, whilst in occupation of the Location(s), the Production Company 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 Production Company will provide a copy to the Authority of any relevant or required risk assessments before filming begins. Specifically, the Production Company 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 Authority and if further requested, to provide reasonable assistance to comply with any legal obligations that may arise in connection with this Agreement.
23. The Production Company agrees to ensure all Unit Signs are removed within one week of completion of filming. Should the Production Company fail to follow this guidance, the Production Company acknowledges the Authority will arrange to remove them and charge the Production Company the Unit Sign Removal Fee for each Unit Sign that is removed by the Authority. The Production Company undertakes to pay any Unit Sign Removal Fee within 7 days of receipt of any invoice issued by the Authority.

24. No litter, smoking, alcohol or illegal substances are permitted on Location(s) unless otherwise agreed by the Authority.
25. The Production Company agrees to complete the required Expenditure Form within 30 days of receipt.

### **Indemnity and Liability**

26. The Production Company shall be responsible for any loss or damage to the Location(s) and agrees to pay the reasonable costs of making good, any damage or loss
27. Save in the event that it can be established that the Authority has been negligent or its deliberate default, the Authority shall not be liable for the death of or injury to the Production Company 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.
28. The Production Company shall indemnify the Authority 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 Production Company or its employees, servants or agents or any breach of any of the obligations in this Agreement by the Production Company and subject to the Authority taking reasonable steps to mitigate any losses. The Production Company'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.
29. The Production Company shall 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 Production Company to third parties (including for the avoidance of doubt employees of the Authority and the Production Company) arising out of, or in connection with, the use of the Location(s) by the Production Company and to produce, or demand, evidence of this insurance.

### **Termination**

30. Either party may terminate this Agreement, on giving the other party at least 30 days' written notice prior to the Filming Period.
31. The Authority may terminate this Agreement immediately on written notice where:
  - the Production Company is in breach of any of the terms of this Agreement and in case of a breach capable of remedy fails to remedy such breach within 5 working days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.
  - the Production Company has a receiver or administrative receiver appointed or has a bankruptcy order made against it or one of its partners or passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party has an administrator appointed or enters into any voluntary arrangement with its creditors or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or ceases or threatens to cease to carry on business or shall suffer any similar or analogous event in any jurisdiction

### Confidentiality, FOIA and Intellectual Property

32. The Production Company acknowledges that the Authority 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 Authority to enable the Authority 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 Authority has requested within 5 working days. At no time should the Production Company respond directly to any requests for information and the Authority 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.
33. The Production Company shall own all copyright and all rights, title and interest in and to all films, photographs, video or audio-recordings, in any media, made by the Production Company in connection with the Project at the Location(s) and all rights to exploit the Project (whether in whole or in part) (together, "the Rights").
34. The Authority authorises the Production Company (and grants all consents necessary to enable the Production Company) to include the Location in the Project for the purpose of exploiting the Rights in all media throughout the world in perpetuity to the extent permitted by law.
35. The Production Company shall use the Rights solely for the purposes of creating promoting, distributing and exploiting the Project including any prequel, sequel, television spin-off or re-make within the same film franchise or TV series (the "Permitted Purpose"). The Production Company must obtain the Authority's written consent prior to using the Rights for any purpose other than the Permitted Purpose.
36. It shall be the responsibility of the Production Company (at its own cost) to obtain any necessary third-party licenses or permissions required in relation to any artworks or other third party works featured in the Project. The Authority shall inform the Production Company if any of the contents at the Location are on loan from a third party.
37. In the event that the Production Company assigns or licences the Rights, or otherwise permits any third party to use the Rights, it shall procure that any such third party complies with the restrictions imposed on the Production Company in this section, and the Production Company shall include an equivalent restriction in the terms of its contract with any such third party. The Production Company shall be liable for all acts and omissions of any such third party and shall indemnify the Authority against all costs, expenses, claims, loss or damage incurred or suffered by the Authority, or for which the Authority may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill), arising out of any act or omission of any such third party.
38. The Production Company agrees that Authority can publicise the use of the Location for filming including the fact that the Project has been filmed/shot at the Location(s).
39. The Production Company shall give the Authority the screen credit and/or all such other credits as the Authority may reasonably request. The display of credits shall be in accordance with such credit and branding guidelines as may be agreed between the parties from time to time.
40. If the Production Company creates a website or webpage for the Project featuring images of the Location or Authority staff, the Production Company shall give the Authority such credit as the Authority may reasonably request.

## General

41. Any undertaking by the Production Company 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 Production Company's employees, servants or agents and/or any person(s) associated with the Production Company.
42. 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.
43. The Production Company 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 Production Central WM's Filming Code of Practice (as amended from time to time) which can be found at [www.productioncentralwm.com](http://www.productioncentralwm.com) which are incorporated in this Agreement. Should the Production Company wish to obtain a hardcopy of Production Central WM Filming Code of Practice then it should contact the Authority to obtain a copy.
44. This Film Permit does not grant exclusive use of the Location(s) stipulated by the Production Company (unless otherwise separately negotiated).
45. 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.
46. This Agreement is governed by English law and jurisdiction.