

## **Film Permit Agreement Terms and Condition**

### **Definitions**

- “Administrative Fee”** The **non-refundable** fee depending on the size of your film crew the price list is available on the Liverpool Film website, and should be paid to Liverpool City Council by the Production Company for the processing of this Agreement and is due to be paid prior to you receiving your completed
- “Fees”** The Administrative fee, (paid to the relevant location or department with whom you have a license agreement in place), (paid to the relevant location/property or department with whom you have a license agreement in place) and Unit Sign Removal Fee (as appropriate).
- “Liverpool Film Office”** The department of Liverpool City Council which deals with the processing of filming agreements 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 Liverpool City Council as the highway authority that you have stipulated in your filming application (which Liverpool City Council have legal rights to authorise) and such parks that the Council determines may be used for the Permitted Use from time to time which for the purposes of this agreement as detailed on the first page of this agreement where relevant.
- Materials** The films ,photographs, still and motion pictures and sound recordings made and / or taken by the Production Company at the Location (s) in relation to the Permitted Use

**“Unit Sign Removal Fee”**      The fee of £50 exclusive of VAT per each individual Unit Sign

**“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 Production Company 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 and on the Permitted Dates.
2. The obligations, processes and undertakings as set out in the Liverpool Film Office ‘Filming in Liverpool Code of Practice’ Available on the Liverpool Film Office website ([www.liverpoolfilmoffice.tv](http://www.liverpoolfilmoffice.tv)) at all times.
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).
4. The Council 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.
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. The Council acknowledges that the Production Company is not actually obliged to use the Materials or include them in any motion picture. All rights to the Materials shall vest in the Production Company. The Production Company shall have the right to exploit and exhibit the Materials with, or without the scenes photographed at the Location(s), in any medium now known or hereafter devised, without restriction and by all means and in all media as it deems fit. The provisions of this clause shall survive the termination of this Agreement.
6. The rights granted to the Production Company under the terms of this Agreement are not assignable (except the rights outlined in clause 5, regarding the exploitation of the film, which are assignable at the Production Company’s discretion).
7. 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 Council may terminate this Agreement with immediate effect.
8. 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.

9. The Council shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability including any indirect or consequential loss (including loss of profit and pure economic loss) incurred by them in the performance or exercise of the rights granted by this Agreement but the Council does not exclude liability for death or personal injury resulting from its negligence but will not be liable for any death or personal injury caused by the Production Company's negligence .
10. This Agreement does not grant exclusive use of the Location stipulated by the Production Company (unless otherwise separately negotiated).
11. 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.
12. Time shall be of the essence for all the purposes of the Production Company's obligations under this Agreement.
13. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales
14. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

### **Production Company's obligations**

15. 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 Council.
16. 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 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 Council 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.
17. 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 Production Company to third parties (including for the avoidance of doubt employees of the Council 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.
18. 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.
19. To permit the Council 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.
20. 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.

- 21.** Only to use the Location(s) or any part of it/them for the Permitted Use and during the Permitted Times on the Permitted Dates.
- 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 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.
- 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 Production Company within 14 (fourteen) days of it being notified to the Council.
- 28.** The Production Company 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 Production Company fail to do so, the Council 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 Council on demand.
- 29.** 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 all legislation (as updated from time to time) that may apply to the Permitted Use and the Location(s) and/or to the activities being carried out. Furthermore, if required, the Production Company will provide a copy to the Council of any relevant or required risk assessments before filming begins. In particular the Production Company shall observe all health & safety legislation that relates to the Permitted Use and 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 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 Production Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (as amended) ("FOIA") and shall use all reasonable endeavours to assist and co-operate with the Council at the Production Company's own cost own expense to enable the Council to comply with these information disclosure requirements. The Production Company acknowledges that the Council may be required under the FOIA to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Company. The Council shall take reasonable steps to notify the Production Company of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably

practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA.

**31.**The Production Company agrees not to erect any Unit Signs before or during the filming. Should the Production Company fail to follow this guidance the Production Company acknowledges that the Council will arrange for the removal of the Unit Sign(s) and charge the Production Company the Unit Sign Removal Fee for each Unit Sign that is removed by the Council.. The Production Company undertakes to pay any Sign Removal Fee within 7 days of receipt of any invoice issued by the Council.

**32.**To keep the Location(s) in a tidy state at all times during the Permitted Times on the Permitted Dates and not to bring any alcohol or illegal substances onto the Location(s) or leave any litter on the Location (s).

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

**34.**The Production Company acknowledges that the Administrative Costs are non-refundable.

**35.**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.

**36.**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 Liverpool City Council's Filming Code of Practice (as amended from time to time) which can be found [www.liverpoolfilmooffice.tv](http://www.liverpoolfilmooffice.tv) at all times which are incorporated in this Agreement. Should the Production Company wish to obtain a hardcopy of Liverpool City Council's Filming Code of Practice then it should contact the Council to obtain a copy.

**37.**The Production Company accepts that the Council reserves the right to refuse any request or to cancel or withdraw any consent at any time, including the day that the Permitted Use commences if any event, circumstance or cause beyond its reasonable control occurs including, without limitation acts of God, flood, drought, earthquake or other natural disaster; Epidemic or Pandemic; Terrorist Attack, Civil War, Civil Commotion or Riots, War, Threat of or Reparation for War, Armed Conflict, Imposition of Sanctions, Embargo, or Breaking off of Diplomatic Relations; Nuclear, Chemical or Biological Contamination or Sonic Boom; any law or any action taken by a Government or Public Authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts , other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service.