

Definitions	
The Council	The London Borough of Lambeth
Company / Producer	The Producer, Location Manager, Production Company or Production Manager or any authorised officer or employee of such a company or any individual or company wishing to use Lambeth Council land for the purpose of creating a non-news film, television, stills or web photography production.
Council's Authorised Representative	The person(s) respectively designated as such by the Council
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI/2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Fee	The Fee(s) paid by the Company to the Council for Filming
Filming	Relates to all types of moving image production in particular, feature films, television productions, commercials, pop-promos, corporates, student films, short films and stills photography
Film Lambeth	These terms and conditions belong to the London Borough of Lambeth and refers to the officially recognised film office for Lambeth and endorsed by partners as the coordinating body for all requests to film in and around Lambeth.
Highways Authority	The Body responsible for managing and maintaining all aspects of the highway. This includes the Highways Department in Lambeth
Location / Premises	The location(s) where the Filming will be taking place.
Make Good	The process of repairing or bringing something up to a finished standard, or restoring it to its previous condition to the satisfaction of the Film Lambeth representative
Permit	The document issued by the Council confirming approval for the Company / Producer to Film. Details of the Permit terms and conditions are attached to this Agreement at Schedule 2
Permit Fee	The cost of the Permit paid by the Company / Producer for Filming
Permitted Times	As defined in the Permit attached to this Agreement at Schedule 2
Permitted Use	As defined in the Permit attached to this Agreement at Schedule 2

Privacy Policy	Lambeth's Privacy Policy and its associated policies/documents
Production	
RAMS	Risk Assessments and/or Method Statements used for location specific risk assessments that will satisfy insurance provisions and statutory obligations
Shooting Period	The dates when the Council shall make the Location available to the Company on an exclusive basis free from Interference by the Council or any third party for art preparation and set dressing of the Location and preparing, rehearsing, filming, photographing and recording
Unit Base	The location where the Company's facility vehicle(s) used during the Filming of the Production is/are parked during the Use Period or other period of time as agreed between the parties
Unit Base Location	The locations identified as areas where Unit Bases can be parked specifically at Rookery Car Park, Streatham Common, Clapham Common and Leigham Court Road Car Park and any other locations as advised by the Film Lambeth from time to time.
Use Period	Dates on during which the Company require use of the Location / Premises
Website	The Film Lambeth website contains a Code of Practice, guidelines including application process.

**FILMING / LOCATION AGREEMENT
STANDARD TERMS OF ENGAGEMENT**

1 Use of Location

- 1.1 The Location may or may not be exclusively available for filming, photographing and recording by the Company (together **Filming**) during the Use Period. The Council's Authorised Representative will advise accordingly. If the Filming of the Production is not completed during the Use Period, the Company shall be entitled to return to the Location to continue the same at a mutually agreed time on terms no less favourable to the Company than those contained in this Agreement.
- 1.2 The Company, its employees and persons authorised by it in connection with the Production shall have permission to enter upon and photograph, film and record the Locations outlined in the Deal Terms.
- 1.3 The permissions given in this Agreement for Filming in any room or part of the Location include all the contents normally held in that room or part, except where any contents are expressly excluded in writing by the Council (including contents subject to third party rights).
- 1.4 The 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 Company agrees after final use under this agreement to Make Good and restore the Location to its original condition (fair wear and tear excepted) unless otherwise agreed by the Council.
- 1.5 The Council acknowledges that they have been made aware of the nature of the fictitious and/or real events being portrayed at the Location, that they waive any rights to object to the portrayal of such events or any depiction of the Location and release the Company from any liability in respect of the depiction of the Location including without limitation claims for breach of confidence, breach of privacy and defamation.
- 1.6 The Council will use reasonable endeavours to organise the approval of parking for production, technical and crew vehicles including the location of unit bases, caterer's van and trailers and space for marquees or caravans for mess rooms, make-up, wardrobe and rest rooms used or engaged by the Company for the Production within the numbers of vehicles, dates and parking locations agreed between the Council and the Company (for specific terms relating to Unit Base Arrangements, please refer to clause 11).
- 1.7 The Company and the Council shall prepare a written inventory of fixtures and fittings at the Location together with photographs of any areas which the Company intends to use (**Inventory**). The Company shall have the right to make changes, additions and alterations in and to the Location, including the interior and exterior, as the Council and the Company may agree, and the Company shall, if required, after the Company's final use, Make Good and restore the Location to the condition of the Location prior to the commencement of the Use Period, fair wear and tear excepted.
- 1.8 The Council acknowledges that the Company may need to bring on site equipment necessary for the Production in which case the Company shall have valid insurance for such equipment. The Council may agree to provide storage for any such equipment.

- 1.9 The Council shall make available to the Company, at the Company's expense, facilities including gas, electricity, water and any other facilities as required by the Company.
- 1.10 If, because of illness of actors, director or other essential artists and crew, weather conditions, changes in production schedule, defective film or equipment or any other occurrence beyond the Company's control, the Company is unable to start work on the dates designated in the specific terms and conditions, or work in progress is interrupted during the Company's use of the Location for any of the reasons set out in this paragraph, then the Company shall have the right to use the Location at a later date to be mutually agreed and for this later period to be treated as the Shooting Period (or, where applicable, the remainder of the Shooting Period) without additional payment to the Council. The parties shall negotiate in good faith and the Council shall not unreasonably delay or refuse to agree such dates.

2 The Fee

- 2.1 In consideration of the rights granted and services provided by the Council under this Agreement, the Company shall pay the Fee plus VAT (if applicable). Such Fee to be payable in full in advance prior to the Permit being issued.
- 2.2 Once the Council have reviewed the Company's application for Filming, and the Fee has been paid in full, it will issue a Permit confirming its approval for Filming to commence at the Location(s) (see Schedule 2 – The Permit).
- 2.3 If for any reason the Company wishes to cancel Filming at the Location prior to the commencement of the Use Period then the Fee will not be payable except furniture removal work fees carried out by the Council on behalf of the Company, the Film Service Admin Fee and 20% of the overall Filming Location Fee. If the Use Period has commenced the Company shall pay an amount of the Fee pro rata to the number of days which have then elapsed.
- 2.4 Payment of the Fee constitutes a complete buyout of all of the rights in the Filming and the Products and the Council shall not be entitled to any further sums whatsoever by reason of the exploitation in any manner whatsoever of the Filming, Products and the Production.

3 Rights

- 3.1 The Company will exclusively own the results and proceeds of the Company's Filming (the **Products**) and shall be entitled to include the Products, or any part of them, in the Production. The Council gives the Company all necessary rights and consents to enable and entitle the Company to exploit the Production, the Products, any further programmes based on the Production and any and all allied and ancillary rights thereto by all means and in all media, whether now known or hereafter invented, throughout the world for the full period of copyright together with all renewals, revivals, reversions and extensions thereof and thereafter in perpetuity to the extent permitted by law without the need for any further payment to the Council or any third party.
- 3.2 The Company shall have the right to incorporate the Products in the Production and in connection with the exploitation of any and all allied and ancillary rights in the Production either as a sequence, on their own, preceded, interlaced or followed by any scenes as the Company may require including, without limitation, still photographs or scenes of studio and/or sets representing the interior or exterior of the Location.

- 3.3 The Company shall be the sole owner of the copyright and all other rights, title and interest of whatsoever kind or nature (whether vested or contingent) in and to the Production, the Products and any and all allied and ancillary rights thereto.
- 3.4 The Company shall be entitled to identify the Location of the Production by either its true name or by a fictitious name. Any credits under this Agreement shall be solely at the Company's discretion.

4 Council's Obligations

- 4.1 The Council shall not, other than to the Council's professional advisers, without the Company's prior written consent, make any statement, announcement or give any information directly or indirectly relating to the Production, any individual engaged in the making of the Production, this Agreement, the internal affairs of the Company or the commercial relationship of the Company to any financing partner (including the broadcaster) (i) to any journalist, critic or correspondent of any newspaper or publication, (ii) to any person, firm or company by whom or in any circumstances in which the repetition or publication of any statement might reasonably be anticipated or (iii) on any on-line messaging service, website, blog, social network (including but not limited to Facebook, Twitter, Google Plus and YouTube), or any other internet or intranet-based form, regardless of whether such statement, announcement or comment is directed to one or more specific persons and regardless of whether such statement, announcement or comment can only be accessed by a limited group of people.
- 4.2 The Council shall not interfere with the Filming unless it becomes aware of anything it considers to be a serious or material breach in which case the provisions outlined in clause 16.2 may apply.
- 4.3 The Council nor any person for whom the Council is responsible will at any time take any photographs or make any recordings of any activity relating to the Production, the individuals engaged in relation to it or things coming into the Council's possession or control by reason of the Council's engagement under this Agreement without the prior written consent of the Company nor shall the Council, at any time, do anything detrimental to or say anything detrimental about the Production, the Company or any persons involved in or associated with the same. The Company recognises that some of the filming takes place on a public right of way and persons in transit will be beyond the control of the Council.
- 4.4 The Council acknowledges that the Company shall be under no obligation whatsoever to use the Location in the Production or otherwise but, where the Location is so used, the Council irrevocably releases the Company from any and all claims or liability of any kind or nature whatsoever arising as a result of the portrayal of the Location in the Production and its advertising, promotion and exhibition and any programme or film into which footage of the Production is licensed, including any claims in respect of defamation or invasion of privacy or otherwise and the Council agrees not, either now or in the future, to assert or maintain any such claims against the Company
- 4.5 The Council shall advise the Company in writing in advance of the Use Period of any risks, defects or dangers of which the Council is aware in relation to the Location.
- 4.6 The Council has adequate public liability insurance in place covering the Company's intended use of the Location for the duration of the Use Period.

5 Warranties & Indemnities

- 5.1 The Council warrants, represents and undertakes to and with the Company that the Council:
- 5.1.1 has the full right, power, legal capacity and authority to enter into this Agreement;
 - 5.1.2 is not subject to any obligation, commitments or incapacity which will or might prevent the Council from complying with and performing all the conditions and obligations in this Agreement or cause the warranties, representations or undertakings set out to be or become untrue or incapable of being fulfilled;
 - 5.1.3 undertakes that the Company's use of the Location pursuant to the terms of this Agreement will not infringe the rights of any third party;
 - 5.1.4 has not done and will not do anything which might or could impair the Company's ability to make full and exclusive use of the Location pursuant to the terms of this Agreement and to fully exploit the rights granted to the Company pursuant to the terms of this Agreement;
 - 5.1.5 shall exercise all reasonable care during the course of the Use Period for the health and safety of persons who may be affected by the Council's acts or omissions and the Council confirms that the Location is fit for purpose throughout the Use Period and for Filming and the Council shall co-operate as far as it is necessary to ensure that the Company is able to comply with its obligations in relation to health and safety at work by law.
- 5.2 The Council indemnifies and shall keep the Company fully and effectually indemnified from and against any and all claims, demands, actions, proceedings, costs, damages, liabilities, losses and expenses (including legal costs, expenses and VAT) suffered or incurred directly or indirectly by the Company or any compensation paid or agreed to be paid by the Company to any third party arising out of any breach, non-performance or non-observance by the Council of any of the covenants, warranties, representations, undertakings and agreements contained or implied in this Agreement.

6 Force Majeure

- 6.1 If, because of an event of "force majeure" (being the interruption of or material interference with the Company's use of the Location) prior to or during the Use Period by any event beyond the reasonable control of the Company or the Council (including, but not limited to, the impact of the virus known as COVID-19, or similar pandemic) then the Company shall have the right to use the Location at a later date to be mutually agreed in good faith and/or to extend the Use Period, and any such use shall be included in the Fee paid pursuant to the Deal Terms. For the avoidance of doubt the inability to secure or provide necessary labour (including as a result of any strike or action which the Company reasonably believes will result in a strike), power, commodities, equipment, transportation or transmission or technical facilities or the death, breach, disability, disfigurement or unavoidable absence of key personnel rendering services on the Production shall be deemed to be beyond the Company's reasonable control.

7 **Data Protection**

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8 **Anti-Corruption**

- 8.1 It is the policy of the Company to comply fully with the laws of the UK against bribery and corruption including the Bribery Act 2010 as amended from time to time (collectively the **Anti-Corruption Policy**). The Company expects the Council to conduct business legally, ethically and with the highest levels of integrity. Offering or accepting bribes or engaging in bribery of any kind is strictly prohibited and the Council represents and warrants that the Council is aware of the Anti-Corruption Policy and will not at any time be in breach of it.

9 **No Rescission, Injunctive Relief**

- 9.1 The grant of rights under this Agreement shall be irrevocable and shall not be subject to reversion, rescission, termination, injunction or any other equitable relief. The Council's rights in the circumstances of any breach or repudiation of this Agreement by the Company or any third party shall be limited to the Council's right to recover damages actually suffered in an action at law. In no circumstances shall the Council be entitled to injunct, interfere with, inhibit, enjoin or restrain the development, production, distribution, exhibition or other exploitation of the Production or any allied and ancillary rights thereto (including any advertising and publicity relating to the same).

10. **Parking**

- 10.1 The approval or refusal of any permitted parking facilities for the Company's technical and facilities units (include Unit Bases) will be confirmed by Film Lambeth prior to the Council issuing the Permit. If the Company requires parking dispensation or suspensions in relation to the Filming at or near the Location, the Company must make a formal request using the online Film Lambeth Film Parking Suspension Application Form providing as much notice as possible. The Company shall comply with Lambeth Council's Parking Suspension Terms and Conditions and those stipulated in the Film Lambeth Parking Suspension Application Form.
- 10.2 Film Lambeth will make it a condition of any film Permit that is issued that the Company cannot block access to roads, stairwells, hallways, or any other area required for residential access unless otherwise approved by Film Lambeth in writing.

11. **Unit Base Arrangements**

- 11.1 Where the filming of a Production involves the Company using a Council Unit Base, the Company shall comply with all rules and instructions issued by Film Lambeth from time to time relating to the use and security of the Unit Base Location.
- 11.2 The Company shall promptly on request, provide documentary evidence to Film Lambeth confirming that they have engaged sufficient and effective 24-hour private security systems at the Unit Base Location during the Use Period.
- 11.3 The Council shall make the Unit Base Location available to the Company on an exclusive basis, free from interference by the Council or any third-party.

- 11.4 The Company shall not park Unit Bases anywhere other than at the allocated Unit Base Locations without the written consent of Film Lambeth.
- 11.5 Prior to the Use Period Date, Film Lambeth will instruct the Company with regards to the collection of the keys and access to the Unit Base Location. Once collected, the Company agrees to accept sole responsibility for the keys received. Upon the expiry of the Use Period, the Company shall liaise with Film Lambeth in relation to returning the keys to Film Lambeth.
- 11.6 Any Fees relating to the use of the Unit Base Location, shall be paid upfront by the Company to Film Lambeth in accordance with the Deal Terms. Full refunds will only be permitted if the booking of the Unit Base Location is cancelled more than seven (7) days prior to the date of the Use Period, although the Film Service Admin Fee will still be applicable. In the event that the Unit Base Location booking is cancelled less than seven (7) days prior to the date of the Use Period, Film Lambeth shall decide at its absolute discretion whether a partial refund will be given to the Company.
- 11.7 The Company shall leave the Unit Base Location in a clean and tidy condition and take all necessary steps to reinstate the Unit Base Location to the condition and state of repair that it was in at the commencement of the Use Period.
- 11.8 The Company shall take steps to reduce CO2 emissions in its use of the Unit Base Location and ensure that all waste materials created by its staff, employees, contractors and anyone else associated with them, are disposed of in an environmentally responsible manner in accordance with Film Lambeth's guidance. Any rubbish accumulated during the Company's Use Period must be collected and removed before departure.
- 11.9 The Company's staff, employees, contractors and anyone else associated with them must adhere to the 'pull-in' and 'pull-out' dates and times as notified by Film Lambeth and recorded within the Deal Terms.

12. **Highways**

- 12.1 Lambeth Council's Highways Department has a statutory duty to ensure that traffic flows in the borough. As such, filming activity taking place on the highway that may interfere with the flow of traffic or pedestrians must obtain prior approval from the Highways Department. Applications for any form of film activity received by the Highways Department that has not come via Film Lambeth will be passed to Film Lambeth in the first instance for its confirmation of approval.

13. **Application for Highways Licence**

- 13.1 Film Lambeth will urge film companies to submit applications with as much lead-in time as possible. However, Film Lambeth acknowledges that due to the nature of the film industry, this may not always be possible and the notice periods may be shortened. If an initial application has missed the lead-in time, approval is entirely at the discretion of the Highways Department and the Company will be advised of the outcome as soon as possible.

14. Police

- 14.1 If the Production involves Filming on public streets or highways the Company must consult the Metropolitan Police Service directly about the Filming and shall comply with any instructions and requirements of the Police.

15. Public Consultation

- 15.1 In liaison with Film Lambeth, the Company must allow for reasonable notice to be communicated to all residents affected by the Filming at and around the immediate vicinity of the site in advance of the use of the Location so they can be properly informed of:

- the Permitted Times; and
- reasonable details of the scenes being filmed and the Permitted Use. A copy of any letter to residents must be submitted to and approved by the Council's Authorised Representative prior to it being forwarded to residents. The Company must undertake to pay the costs of any public consultation required by the Council.

16. Termination

- 16.1 Without prejudice to its liability to pay the full Permit Fee, the Company may at any time terminate this Agreement by giving notice in writing.

- 16.2 The Council may terminate this Agreement with immediate effect by giving notice in writing where:

- In the reasonable opinion of the Council, the Company has committed a serious breach of Health and Safety requirements.
- In the reasonable opinion of the Council, the Company has caused damage or is likely to cause damage to the Location.
- The Company has committed a material breach of any of its obligations under this Agreement.
- The Company has offered or given or agreed to give any person any bribe or inducement in connection with this Agreement, or if it finds that the Company has committed an act which is an offence under the Bribery Act 2010. The Council will also recover from the Company any loss or expenses arising.
- The Company fails to comply with the terms and conditions of the Licence Agreement and having been notified of such failure, continues to act in breach of the said terms and conditions. Where this occurs, the Council reserves the right to revoke this Agreement forthwith.

- 16.3 Should the Company wish to cancel this Agreement, they are required to provide the Council with at least ten (10) working days' written notice. The Company shall then be entitled to be reimbursed with a sum equivalent to 50% of the Permit Fee from the Council. Should cancellation take place within less than ten (10) working days' notice, the Company will be liable for the full Permit Fees payable. Where the Company provides more ten (10) working days or more written notice in advance, the Council will reimburse a proportion of the Licence Fee paid.

16.4 The Council understand there maybe instances where Filming requirements change regularly and often at short notice. We will use reasonable endeavours to ensure flexibility in relation to the changes required. However, depending on the application, costs may have been incurred which will need to be covered and the Company will be liable for costs arising from these changes which the Council will calculate on a case-by-case basis. These costs may be in addition to other relevant cancellation policies for additional services which we will endeavour to inform you of as soon as possible. It is likely that some administration costs will have been incurred and as such are non-refundable. Please note that payments for additional services such as but not limited to, parking suspensions or road closure notices, are also liable to third party cancellation policies and as such will be reviewed on a case-by-case basis. We cannot guarantee a full refund of these charges. If you have any questions about your specific application, please discuss these with the member of Film Lambeth staff processing your application.

17. Dispute Resolution

17.1 If any dispute arises between the Company and the Council in connection with this Agreement it shall, in the first instance, be referred to the Council's Director of Environment and Street Scene for resolution

18. Miscellaneous

18.1 The Company gives no guarantee that the Production will proceed to completion and the Company is under no obligation to include the Location in the Production.

18.2 Any grievance relating to this Agreement or the Company's conduct hereunder should be raised in writing with the Company.

18.3 The liability of any party to this Agreement comprising more than one person shall be joint and several and references to any party to this Agreement shall be deemed to include that party's successors in title, licensees, assigns and/or personal representatives (as applicable) and references in this Agreement to the rights of the Company's nominees shall include any broadcaster or financier as applicable.

18.4 Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other or have the power to bind the other in any matter whatsoever other than in accordance with any further assurance or legal proceedings clause.

18.5 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.

18.6 The Company shall be entitled to assign or license its rights pursuant to this Agreement in whole or in part to any third party. In the event of any assignment or dealing the Council undertakes to continue to render and fulfil the Council's obligations under this Agreement to such third party and if required the Council shall enter into a direct contract with the third party on terms similar to those contained in the Agreement. The Council may not assign this Agreement.

18.7 If any clause, provision or any part of this Agreement becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

- 18.8 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.
- 18.9 This Agreement may be validly executed in any number of counterparts each of which when so executed and delivered shall be an original but which together shall form one and the same instrument. Executed counterpart signature pages of this Agreement scanned and transmitted electronically in either Tagged Image Format Files (**TIFF**) or Portable Document Format (**PDF**) or the equivalent shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 18.10 Examples used in this Agreement after the word "including" or "include" are illustrative only and shall not limit the generality of the words preceding the word "including" or "include".
- 18.11 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s), whether written or oral, relating to the subject matter and may be varied, modified or terminated only in writing signed by the parties.
- 18.12 This Agreement is deemed to have commenced on (and have effect from) the earlier of signature of this Agreement and the date on which the Council commenced providing services to the Company in respect of the Production.
- 18.13 This Agreement and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.