



Licence for Filming in the Vale of Glamorgan

Summary

Filming:

Venue:

Date:

Times

Parking:

Venue:

Date:

Times:

Unit Base Parking

Venue:

Date:

THIS LICENCE is made the between **THE VALE OF GLAMORGAN COUNCIL** of the Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU (hereinafter called the "Council") of the one part and **XXXXXXXXXXXXXXXXXX** of **XXXXXXXXXXXXXXXXXX** hereinafter called the "Licensee") of the other part.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of payment of the fee referred to at Clause 2 below, the Council grants the Licensee the right to enter upon the area of land being as stated above ("the Venue"), for the purpose of filming and associated works ("the Filming Works") on the **XXXXXXXx** ("the Licence Period").
2. The Licensee shall pay the Council **£XXXXXXX** plus VAT to use the Venue for the Filming Works during the Licence Period.
3. The Council will invoice the Licensee for all costs due (all agreed fees and charges including the provision of any services by the Council, e.g. electricity, water, marking of pitches) as soon as is practicable (but within

30 days) after the of the end of the Filming Works. The Licensee shall pay the invoices within 30 days of receipt.

4. The Licensee shall manage the Filming Works in accordance with all applicable statutory Health and Safety requirements with access strictly controlled at all times and will comply with any instructions issued by the Council's nominated officer(s).
5. The Licensee shall comply with and be bound by the 'Filming Terms and Conditions' attached to this Licence at all times throughout the Licence Period.
6. The Licensee shall indemnify the Council against expenses liability loss claim or proceedings arising under any statute or common law in respect of personal injury to or death of any person whomsoever to the extent directly caused by the negligent acts or omissions or wilful misconduct of the Licensee, its employees, agents and contractors in connection with their use of the Property(except to the extent that the same is due to any act or neglect of the Council or of any person for whom the Council is responsible).Further, without prejudice to it's liability to indemnify the Council, the Licensee shall take out and maintain insurance which in respect of liability to employees or apprentices shall comply with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and in respect of any other liability for personal injury or death shall be such as is necessary to cover the liability of the Licensee. To the extent permitted by applicable law, neither Party's total liability arising from this Agreement shall exceed five million pounds sterling (£5,000,000) in the aggregate.
7. The Licensee shall be liable for and shall indemnify the Council against the expense liability loss claim or proceedings in respect of any injury or damage whatsoever to any property real or personal insofar as such injury or damage results directly from any negligent act or omission of the Licensee his servants or agents or of any person employed or engaged by the Licensee upon or in connection with the Filming Works or any part thereof his servants or agents, and without prejudice to its obligations to indemnify the Council the Licensee shall take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal for an amount not less than £5,000,000 (Five million pounds) for any one occurrence or series of occurrences out of one event.
8. The Licensee shall be responsible for any works of re-instatement in respect of the Filming Works to the Venue or Access (if applicable) to the reasonable satisfaction of the Council's nominated Officer(s).
9. The Licensee shall own all copyright and other intellectual property rights in all audio and/or visual recordings made by it at the Venue (including

photographs). Should any copyright works at the Venue be owned by third parties, the Licensee will obtain relevant permissions if needed.

10. The Licensee confirms that it will comply fully with the Council's insurance requirements as detailed in Clauses 5 and 6 of this Licence and in Clauses 12.4 and 12.5 of the attached Filming Terms and Conditions and the Licensee is required to submit evidence to the Council that such requirements have been satisfied in the form of a certificate of insurance.
11. The Licensee shall comply with the Council's requirements in terms of risk assessment (as detailed in Clause 11.2 of the attached Terms and Conditions) and shall submit a compliant risk assessment to the Council for approval.
12. If any aspect of the Filming Works takes place on a publicly adopted Highway, the Licensee confirms that the South Wales Police Sector Inspector has been advised of the Filming Works, and has made no objections (in accordance with Clause 10.6 of "Filming Terms and Conditions").
13. If any aspect of the Filming Works takes place on a publicly adopted Highway, the Licensee shall provide the Council with a copy of the traffic management proposals (in accordance with Clause 11.6 of "Filming Terms and Conditions").
14. Neither party will make any reference to or disclose any confidential information about the other (including information about the Licensee's use of the Venue and the Filming Works) except as is reasonably required to perform its obligations under this license. The Council shall not make any reference to the Licensee, the commissioner, the Filming Works or the Licensee's use of the Venue in any advertising and publicity material without the Licensee's written consent and the Council shall not make any use of the Licensee's or the BBC's trade mark/s or the Licensee or BBC content.
15. For the avoidance of doubt and without prejudice to any other claims that the Council may have against the Licensee for breach of this Licence or the Filming Terms and Conditions, once the Filming Works have been completed the Council shall not seek to injunct, restrain, inhibit, enjoin or otherwise prevent the development, financing, production, distribution, exhibition, advertise or other exploitation of the Programme (including advertising and publicity relating thereto) or any allied and ancillary rights thereto unless it is required to do so by Law or it is in the interests of health and safety or in the public interest to do so.

SIGNED ON BEHALF OF XXXXXX

In the presence of:-

Authorised signatory

Witness

**SIGNED ON BEHALF OF
VALE OF GLAMORGAN COUNCIL**

Nia Hollins

Principle Tourism & Marketing Officer

DATE XXXX

**THE VALE OF GLAMORGAN
COUNCIL**

- to -

Name XXXXX

LICENCE TO FILM AT

Venue:
Date:
Times: