



# Filming Terms and Conditions

## 1 Definitions

- 1.1 "Access" means the land identified to be used for the purposes of access to and from the Venue as agreed between the Council and Licensee (as shown coloured brown on the attached Plan)..
- 1.2 "Agent" means a third party invited to be present during the Filming Works at the Venue by the Licensee. The Licensee shall take full responsibility for the agent and their actions at the Filming Works including the checking of their appropriate documentation.
- 1.3 "Council" means the Vale of Glamorgan Council and includes its successors in title.
- 1.4 "Licensee" means the company or the representative of the organisation booking the Filming Works who pays any fees due in accordance with the Licence. The agreement by the Council to allow the use of the Venue may not be transferred or sublet to any other person. The Licensee shall provide to the Council full details of the Production Company together with the title of the Production.

## 2 Payment

- 2.1 The Licensee will be liable for the full cost of all agreed fees and charges including the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches. All costs will be invoiced within 14 days of the end of the Filming Works.

## 3 Cancellation

- 3.1 The Council reserves the right to withdraw permission to use the Venue for the Filming Works. However, the Council will repay any fees paid on cancelling the Filming Works but shall be under no liability for expense incurred or loss sustained by the Licensee as a result of the cancellation.
- 3.2 Cancellation of the Filming Works by the Licensee must be made in writing. The effective date will be the receipt of the notice of cancellation by the Council. The Licensee shall be liable to the Council for any costs incurred by the Council in relation to the Filming Works.
- 3.3 Substitution and amendments of the nature of the Filming Works must be notified in writing to the Council. The Council reserves the right either to cancel the booking or amend the Fee as considered appropriate. In the event of such cancellation, the Licensee shall be liable as stated in Clause 3.2 above.

3.4 The Council shall have the right to cancel the Filming Works in the event of the ground at the Venue being, in the Council's opinion, unsuitable for use and will not be liable for any loss sustained by the Licensee in consequence of the cancellation.

3.5 The Licensee is solely responsible for ensuring that payments and all documentation required for the Filming Works is provided to the Council in a timely fashion.

#### **4 Emergencies**

The Council reserves the right to cancel the Filming Works in the event that the Venue or the Access is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid by the Licensee and the amount of any refund shall be at the Council's sole discretion.

#### **5 Use of the Venue and Access and Requirements in relation to the Filming Works**

5.1 The Venue shall be made available to the Licensee for the Filming Works.

5.2 The Access shall be made available to the Licensee during the Filming Works for the purposes of access to and from the Venue.

5.3 The Licensee shall keep the Venue and Access clean and tidy and shall ensure that the Venue and Access is regularly litter picked during the Filming Works. The Licensee shall not cause the Council to be in breach of its obligations under the "Environmental Protection Act 1990 – Code of Practice on Litter and Refuse".

5.4 All litter and refuse generated by the Filming Works shall be removed from the Venue and Access by the Licensee to the satisfaction of the Council.

5.5 The Licensee must at all times take good care of the Venue and Access and will be responsible for any damage to the Venue or Access or any equipment or other property of the Council.

5.6 The Licensee's property and that of the Licensee's Agents must be removed from the Venue and Access at the end of the Licence Period. The Council accepts no responsibility for any property left on the Venue before, during or after the Licence Period.

5.7 If the Licensee fails to perform any of its obligations set out in Clauses 5.3, 5.4 and 5.5 above, the Council reserves the right to perform any such obligations in default in which case any costs incurred by the Council in the performance of such obligations shall be borne by the Licensee.

5.8 The Licensee is responsible for the administration, organisation and running of the Filming Works and for having sufficient stewards and officials to fulfil these Conditions.

5.9 The Licensee is responsible for the supervision and control of all attendees at the Filming Works.

- 5.10 The Licensee shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 5.11 Where it has been necessary to make a road closure order the Licensee shall ensure that the road closure equipment provided by the Council is not moved and shall maintain the integrity of the closure.
- 5.12 The Licensee shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 5.13 The Licensee shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 5.14 The Licensee shall ensure that no vehicles are parked or driven across any public footpath located within the Venue unless otherwise agreed with the Council.
- 5.15 The Licensee shall not restrict the access of pedestrians along any public footpath located within the Venue, unless otherwise agreed with the Council.
- 5.16 The Licensee shall not interfere with or make any alteration to the layout or arrangement of the Venue or Access without the prior written consent of the Council.
- 5.17 The Licensee shall ensure that the Access is kept free from obstruction by its activities at all times and that it is not used in such a way so as to cause any obstruction to any adjoining highway, access way, parking area or service area unless otherwise agreed with the Council.
- 5.18 The Licensee shall use all reasonable endeavours to prevent nuisance being caused to occupiers of properties surrounding the Venue and Access or users of the immediate surrounding area of the Venue and Access whether through noise, movement of people or parking or use of vehicles.
- 5.19 The Filming Works must cease and all clearing up operations must be completed and all attendees shall depart the Venue in accordance with the Licence Period.
- 5.20 The Licensee shall provide all temporary sanitary accommodation at such a level as deemed reasonable by the Council. The Licensee shall be responsible for the proper connection of, safety of and cleaning/servicing of any portable toilets. The Licensee shall ensure that the portable toilets are clearly labelled and ensure that adequate hand wash/dry facilities are provided.
- 5.21 The Licensee must ensure that all attendees at the Venue in connection with the Filming Works have unrestricted access to any permanent public toilet facilities located within the Venue.
- 5.22 The sale or consumption of alcoholic drinks is strictly prohibited at the Venue..
- 5.23 The Licensee will not be permitted the operation or release of any high flying object (save as permitted under Clause 6 of these Terms and Conditions).
- 5.24 The Licensee agrees to comply with any requirements of the Council regarding traffic management.
- 5.25 The Licensee agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which attendees are admitted or have access.

- 5.26 The Licensee shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- 5.27 The Licensee shall obtain approval from the Council for the use of generators in connection with the Filming Works. If such approval shall be granted the Licensee must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 5.28 The Licensee shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 5.29 The use of any public address system in connection with the Filming Works must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of clause 5.18.
- 5.30 The Licensee shall reinstate, repair, replace, cleanse, (or if the Licensee fails to reinstate, repair, replace, cleanse in accordance with this obligation repay to the Council the reasonable cost of reinstating, repairing or replacing or cleansing) any part of or property in the Venue or Access if damaged, destroyed, stolen or removed as a direct result of the carrying out the Filming Works prior to, during or subsequent to the Filming Works provided that the Council notifies the Licensee promptly upon discovery of any such loss or damage and in any event within 14 days of the Licence end date.
- 5.31 The Licensee shall ensure that no equipment capable of producing amplified sound shall be used in connection with the Filming Works so as to cause nuisance or disturbance to persons in the vicinity of the Venue, unless otherwise agreed with the Council.
- 5.32 The Licensee will not enter the Venue to prepare for the Filming Works at any time before the commencement of the Licence Period , unless otherwise agreed with the Council.
- 5.33 The Licensee shall be present at the Venue at all times during the Licence Period.
- 5.34 The Licensee shall comply with all byelaws for the Venue.
- 5.35 The Licensee shall provide adequate firefighting facilities for the Filming Works.
- 5.36 The Licensee shall provide the Council with details of any marquees/tented structures to be used in connection with the Filming Works and provide a copy of the current Fire Safety Certification for any such structure.
- 5.37 Balloon and lantern launches and the use of fireworks and pyrotechnics are strictly prohibited at the Venue and the Licensee shall ensure that none of these are used in connection with Filming Works, unless otherwise agreed with the Council.
- 5.38 The parking of all vehicles, other than emergency vehicles, shall be restricted to designated parking places to be allocated by the Council prior to the Filming Works taking place. The Licensee may use the Venue / section of the Venue as agreed for the purposes of (but not limited to) the installation of equipment, parking and temporary storage of vehicles (“the Unit Base”) in connection with the Filming Works. The

Licensee shall not allow any vehicle to be parked anywhere else at the Venue unless specifically agreed in writing by the Council.

- 5.39 The Licensee shall not permit the filming of any nudity or scenes of a sexual nature without obtaining the prior written consent of the Council. In the event that the Council does grant consent for any such filming, the Licensee shall provide South Wales Police with details of the proposed content.
- 5.40 The Licensee shall not use any animals in connection with the Filming Works without the prior written consent of the Council. Where consent is granted to the use of animals, the Licensee shall follow the RSPCA guidelines for the use of animals in the audio-visual industry.
- 5.41 The Licensee shall not use any weapon or replica weapon nor stage any scenes of criminal activity or any stunts or scenes involving vehicles that are intended to depict emergency vehicles or uniforms which are intended to depict those of the emergency services without the prior written consent of the Council and if consent is obtained from the Council, the Licensee will inform South Wales Police of the proposals.
- 5.42 The Council does not give any warranty that the Venue is fit or suitable for the Filming Works.

## **6 Use of Drones**

- 6.1 The Licensee shall be permitted to use drones at the Venue subject to the following conditions
- 6.1.1 Prior notice before the filming takes place;
- 6.1.2 Precise details of the proposed time and duration of filming
- 6.1.3 Precise proposed location (to include a diagram showing flight area and take-off and landing site for the drone)
- 6.1.4 Provision of a full risk assessment and method statement;
- 6.1.5 Evidence of insurance including public liability;
- 6.1.6 Details of proposed drone operating company – i.e. CAA licences / certificates; type / size / weight of UAV.
- 6.2 The applicant would need to comply strictly with the CAA rules for drone flying and filming.

## **7 Right of Entry**

- 7.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the Licence Period.
- 7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Venue in connection with Filming Works.

## **8 Assignment**

The Conditions of this Agreement are personal to the Licensee and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Licensee shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the Venue without the prior written consent of the Council.

## **9 Prohibition**

The Licensee shall not stage or engage in any activities that might be deemed to be ancillary to the Filming Works without the prior written consent of the Council.

## **10 Permits, Licences and Consultation**

- 10.1 The Licensee shall ensure that any licence, permit or other consent which may be required is obtained including a Public Entertainment Licence where necessary, whether from the Council or otherwise, before the Filming Works may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the Filming Works
- 10.2 If the Licensee is intending to use music of any kind in connection with the Filming Works (including live performances or recorded background music) it must ensure they have obtained the correct licence from the Performing Rights Society for Music (PRS) and/or Phonographic Performance Limited (PPL). If the required licence(s) has not been obtained the Council reserves the right to cancel the Filming Works. Any costs or fees incurred from the PRS or PPL due to the incorrect licence(s) being used will be passed to the Licensee.
- 10.3 The Licensee will be responsible for exhibiting all necessary permits during the Filming Works.
- 10.4 Nothing shall be done by the Licensee that shall or may contravene the terms and conditions of any licence, permit, consent or other authorisation issued in respect of the Venue.
- 10.5 The Licensee shall ensure that any temporary structure (e.g. tent, marquee, etc.) which is either enclosed or substantially enclosed (s2, The Smoke-free (Premises and Enforcement) Regulations 2006) displays the correct 'No Smoking' signs at the entrances and is smoke-free. When determining whether a structure is enclosed or substantially enclosed (more than 50% of the walls in place) the Licensee must include in their calculations any side panels which can be rolled down or attached. The structure will then be treated as though any such side panels were rolled down or attached (i.e. smoke-free), even when they are not in place.
- 10.6 When filming on the Highway, the Licensee shall notify the South Wales Police Sector Inspector in respect of the proposals and confirmation that this has been done is required.

## **11 Health and Safety**

- 11.1 The Licensee shall use the Venue and the Access 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 or its nominated officer.
- 11.2 The Licensee agrees to undertake a risk assessment (which must be carried out by a competent and properly qualified Health and Safety Representative) for the Filming Works at the Venue and shall require that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the Licence Period and while preparing and clearing the Venue and Access for the Filming Works. A copy of the risk assessment must be provided to the

Council before the Filming Works commence. Failure to provide a copy will lead to the Filming Works being cancelled. By receiving a copy of the Licensee's risk assessment the Council is not approving the assessment in the context of accepting it as a complete and accurate assessment for the Filming Works but merely that it satisfies the Council's land ownership and regulatory interests.

- 11.3 The Licensee shall ensure that any electrical installations comply fully with BS7671 – IET Wiring Regulations 17<sup>th</sup> Edition (or any amended version of the Regulations in place at the time of the Filming Works) and are carried out by a suitably qualified and experienced “competent person”.
- 11.4 The Licensee shall have in place suitable and sufficient safety equipment, first aid facilities and competent personnel shall be present and available at all times during the Licence Period.
- 11.5 In an emergency, the Licensee shall ensure that the Emergency Services are called immediately and if it should become necessary, suspend the Filming Works and arrange evacuation of people from the Venue.
- 11.6 Where the Filming Works involves the use of any part of the adopted highway, the Licensee will be required to have in place a traffic management plan which must be approved by the Council prior to the commencement of the Filming Works and ensure that any personnel wear appropriate high visibility clothing.
- 11.7 The Licensee shall ensure that any cabling that is laid in connection with the Filming Works is made safe as it is laid.

## **12 Indemnity and Insurance**

- 12.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person at the Venue or Access.
- 12.2 The Licensee is responsible for all safety aspects of the Filming Works at the Venue and Access during the Licence Period to the extent such aspects are not the responsibility of the Council and shall accept liability for loss or damage to the property, injury or death to the extent caused by the negligent act or omission or wilful misconduct of the Licensee whether to property or sustained by any person(s) on the Venue or Access during the Licence Period.
- 12.3 The Licensee shall indemnify and keep indemnified the Council against legal liability in respect of loss, claims, actions, proceedings, reasonable costs or awards, liabilities and reasonably incurred expenses in respect of loss or damage to property injury or death to persons to the extent caused by the negligent act or omission or wilful misconduct of the Licensee, it's employees, agents and contractors in connection with their use of the Venue and Access as provided hereunder.
- 12.4 Without prejudice to 12.3, the Licensee agrees to take out and maintain Public Liability Insurance Cover and Third Party Risks including products liability where appropriate for a minimum of £5 million (five million pounds) and produce a certificate of insurance evidencing such coverage.
- 12.5 To the extent permitted by applicable law, neither party's total liability arising from this Licence shall exceed five million pounds sterling (£5,000,000) in the aggregate.

- 12.6 The Licensee will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council acting reasonably in respect of any Agent who is involved with the Filming Works.
- 12.7 Failure to provide proof of insurance cover as required under clauses 12.4 and 12.5 prior to the commencement of the commencement of the Filming Works will lead to cancellation of the Filming Works by the Council.
- 12.8 Nothing in this Clause 12 shall limit or exclude the Council's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

### **13 Catering and water supply**

- 13.1 The Licensee will be responsible for ensuring that any caterers at the Venue in connection with the Filming Works comply fully with the requirements of The Food Hygiene (Wales) Regulations 2006 and with any amendments to the Regulations and comply with all instructions given by the Environmental Health Officer.
- 13.2 If the Licensee wishes to connect a standpipe and/or any form of temporary network to a mains water company's hydrant, they will need to seek authority from the mains water company and provide the Council with details of the arrangement (standpipe hire agreement), in advance of the commencement Filming Works. The agreement must clearly state that the water is for drinking and/or food preparation purposes and is to be conveyed through a temporary water supply.
- 13.3 If water is delivered to site (in bowsers or tankers etc.) for distribution through a temporary water supply, the Licensee will need to provide the Council with details of where the water is sourced from and provide evidence that the water will meet the required drinking water standards. The entire operation from the water source to point of use will need to conform with BS8551. In these circumstances the Council may inspect the Temporary Supply to check that it complies with the requirements of the Private Water Supply Regulations 2009.
- 13.4 Any existing taps and standpipes at the Venue can be used as a source of potable water for the Filming Works. However, there should be no pipework or other infrastructure connected/attached to these draw off points unless the British Standard Code of Practice BS8551:2015 (Provision and management of temporary water supplies and distribution networks) is followed. The Council will inform the mains water company if a Temporary Supply is to be constructed and the Council will request that they undertake an inspection of the supply prior to use.
- 13.5 The Licensee shall ensure that any unwanted liquids (including waste water) are removed from site and not disposed of into the sewage system or on the Venue.



#### **14 Collections or Lotteries**

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.

#### **15 Property left at the Venue**

The Council may remove and store any property that is left by the Licensee in or upon the Venue after the Licence Period. The Licensee shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is

entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days and the proceeds of the sale of which shall be the Council's.

#### **16 Variations to Agreement**

The Council reserves the right to vary these Terms and Conditions at any time on 7 days' notice. Any variations so made shall be deemed to be incorporated in these Terms and Conditions. The Licensee may, within 7 days of receipt of such notice, terminate this Agreement.

#### **17 Safeguarding/Children and Adults at Risk**

- 17.1 The Licensee shall, in developing its risk assessment for The Filming Works (as outlined in Clause 11 - Health and Safety), ensure that appropriate steps are taken to safeguard the welfare of children or adults at risk connected with the Filming Works and will ensure that all appropriate DBS checks have been carried out in respect of all attendees at the Filming Works and will comply with all legislation, regulations and guidance which is in place to safeguard children and adults at risk.
- 17.2 Without prejudice to the general obligations set out in Clause 17.1, the Licensee shall comply with (in respect of children resident in Wales) the requirements of the Children (Performances and Activities) (Wales) Regulations 2015 made under the Children and Young Persons Act 1933 Children and Young Persons and Act 1963 and (in respect of children resident in England), the Children (Performances and Activities) (England) Regulations 2014 and the Children and Young Persons Act 1933 and Children and Young Persons Act 1963.
- 17.3 The Licensee shall ensure that it has obtained all licences that are required in respect of the involvement of children in filming before commencing the Filming Works and shall provide copies of such licences to the Council if requested.

## **18 Other Matters**

- 18.1 The Licensee will provide the Council with a promotional image from the Filming Works which the Council will be permitted to use in promotional literature.
- 18.2 The Licensee will ensure that any advertising which is used that is connected in any way with the Filming Works complies with the Town and Country Planning (Control of Advertisements) Regulations 1992.
- 18.3 Notwithstanding clause 18.2, advertisements in the form of fly posters are strictly prohibited.

## **19 Third Party Rights**

This agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

## **20 Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of England and Wales, the courts of which shall be courts of competent jurisdiction.