

REEL FILM LOCATIONS LTD

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Chiswick Town Hall, Heathfield Terrace, London W4 4JN
Tel: 0845 402 2998 Fax: 0845 402 2997 film@reelfilmlocations.com

Filming and Photography Agreement

No: 2876a

THIS AGREEMENT is made on the 04/04/2016

BETWEEN:

1. Middlesex University of The Burroughs, Hendon, London NW4 4BT (the Producer”);
and
2. Reel Film Locations Ltd, acting on behalf of The London Borough of Barnet.

IT IS HEREBY AGREED as follows:

1.0 DEFINITION

1.1 In these Conditions:-

“Authorised Officer”	means Dennis Firminger, Senior Film Officer, Reel Film Locations Ltd, or such representative or representatives as he may from time to time appoint to act on his behalf generally or for specified purposes or periods.
“Producer”	means Middlesex University
“the Production”	means Bad Coffee
“Reel Film Locations Ltd”	Reel Film Locations Ltd duly authorised by and acting on behalf of London Borough of Barnet
“Fee”	means the fees and charges more particularly described in point 6
“Term”	means: 04/04/2016, 22:00 – 19/03/2016, 01:00
“the Premises”	means Sunny Hill Park, Watford Way, London NW4 4XA
“Use”	means the use of the Premises in accordance with this Agreement.

- 1.2 This agreement gives the Producer the right to film, photograph or record scenes in connection with the Production and sets out the terms and conditions under which Reel Film Locations Ltd gives permission to use the Premises during the Term.

2.0 ACCESS

- 2.1 Reel Film Locations Ltd will allow the Producer to enter upon the Premises, with such personnel and equipment as may be necessary to rehearse, film and record scenes for the Production and/ or to take still photographs for publicity, promotion or advertising in connection with the Production.

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- 2.2 Reel Film Locations Ltd will allow the Producer to make such use of the Premises as is needed to rehearse, film and record scenes for the Production and/or to take still photographs for publicity, promotion or advertising in connection with the Production.

3.0 RIGHTS

- 3.1 Reel Film Locations Ltd grants the Producer no rights of any kind with respect to the results and proceeds of its photography, filming and recording on the premises or on any studio set(s) of the premises. The Producer will not have the irrevocable right to use or license others to use all or any parts of the same in or in connection with the Production and any publicity, book publishing, merchandise or other derivative works (the "Derivative Works") or to exploit the same.
- 3.2 In the event that the Producer shall exploit the Work or the Derivative Works commercially the Producer undertakes to pay a fee to Reel Film Locations Ltd in an amount to be negotiated in good faith between the parties taking into account the extent and value of such exploitation.
- 3.3 Reel Film Locations Ltd hereby acknowledges and agrees that the Producer may represent the Premises as another real or fictional place according to the Producer's requirements but not to identify Reel Film Locations Ltd or London Borough of Barnet without separate written permissions.

4.0 HEALTH & SAFETY

- 4.1 The Producer shall comply with all Health and Safety legislation and regulations including but not limited to the Health and Safety at Work Act 1974 and the Environmental Protection Act 1990.
- 4.2 The Producer will do nothing which compromises the health, safety and welfare of the London Borough of Barnet or Reel Film Locations Ltd's employees, contractors, tenants, or members of the public.
- 4.3 The Producer will carry out a risk assessment to identify hazards and risks and put in place control measures to reduce the risk, as far as is reasonably practicable.
- 4.4 The Producer will identify in the risk assessment a named representative who will be present at the Premises for the duration of the Term.
- 4.5 The Producer will deliver a copy of the risk assessment to the Reel Film Locations Ltd prior to any work being undertaken.
- 4.6 A pro-forma Health and Safety Assessment form can be obtained from the Reel Film Locations Ltd.

5.0 INDEMNITY & INSURANCE

- 5.1 The Producer agrees:
- a) to keep Reel Film Locations Ltd the London Borough of Barnet harmless, and keep it indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it, or incurred by it, directly or indirectly under or out of the Producer's negligence in connection with this Agreement or the facilities hereby granted, except to the extent that any such action, claims, demands, losses and expenses result from the negligence of Reel Film Locations Ltd and the London Borough of Barnet.
 - b) to effect and maintain during the Term insurance in a sum of 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 Reel Film Locations Ltd, the London Borough of Barnet and the Licensee to third parties arising or in connection with, the

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- use of the Premises, and to provide evidence of this insurance in the form of a brokers cover note.
- c) to make good any damage arising from the use of the Premises and to reinstate all areas, including access and egress areas, to the same condition as before the commencement of the Term.
 - d) to secure the Premises and film set against unauthorised entry both during filming and upon completion, and to remove all items of equipment of whatever nature brought onto the Premises by the Producer or his servants or employees.

6.0 FEES & PAYMENT

- 6.1 The Producer agrees to pay a Fee in consideration for the above, which will be £0.00 + VAT at the current rate

and is exclusive of any other charges for services or facilities provided by Reel Film Locations Ltd, London Borough of Barnet or any other person or company which shall only be charged if pre-approved by the Producer.

- 6.2 In the event filming, recording or photography is not completed within the Term and that period cannot be extended, then the Producer shall be entitled to return to the Premises to complete the same at mutually agreeable time(s) and date(s) and upon terms no less favourable, to both parties, than contained herein.
- 6.3 All fees and payments fall due on the presentation of the invoice.
- 6.4 The Producer agrees to pay for any and all reasonable consumable costs incurred by the producer or his servants or employees, during the Term, including power, water, telephone, additional heating or other utility service.

7.0 SPECIAL STIPULATIONS

The Producer warrants and undertakes that:

- 7.1 No smoking, food or drink will be consumed on the Premises, except where it is deemed to be part of the action to be filmed or rehearsed, or where a designated area is nominated by the film officer or his agent or representative for such purposes.
- 7.2 That the Authorised Officer, his agent or nominated representative, may visit or attend the Premises at any time during the Term. The Producer or his servants or employees must comply promptly with any reasonable directive from them regarding safety or integrity of the location.
- 7.3 The Producer will acquaint the Authorised Officer, his agent or nominated representative with the subject matter, nature and action being filmed or photographed and agree to do nothing which may bring the good name of Reel Film Locations Ltd or the London Borough of Barnet into disrepute.
- 7.4 The Producer shall make no structural or cosmetic alterations to the Premises without prior permission of Reel Film Locations Ltd. Any changes so permitted must be reinstated to the agreed standard upon completion of filming or photography and within the Term. In the event that said reinstatement is incomplete or substandard Reel Film Locations Ltd will complete reinstatement and charge the producer for both the cost of the works and the extended term entailed by the works.
- 7.5 That no alarms shall be disabled on the Premises for the purposes of filming or photography without prior arrangement and permission.
- 7.6 That all litter and catering waste generated by the Producer or the Production must be bagged and removed from the Premises on a daily basis and disposed of in a safe and responsible manner. In the event that a skip or container is used for said litter and waste disposal it must be a sealable container and deter animals and

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vandals from access. Any such skips or containers used must be removed from the Premises by the end of the Term.

- 7.7 The Producer further undertakes that equipment and equipment cases will not be placed directly onto wooden surfaces or leaned against unprotected walls.
- 7.8 The Producer will ensure that any keys for access to the Premises which are loaned by Reel Film Locations Ltd are returned on completion of filming or by the end of the Term.
- 7.9 That the Producer will consult with any residents, resident organisations, businesses or other interested parties who may be effected by the Production and shall provide copies of any resident advice letters as evidence of consultation and warning of any impending inconvenience due to filming. These letters shall contain the Reel Film Locations Ltd contact telephone number as well as the Producer's contact address and telephone numbers. This should be completed at least seven days prior to the inconvenience taking place albeit shooting or preparation works. If further public consultation is deemed necessary in the form of public meetings, notices advertisements or other consultation, then the cost of such consultation must be borne by the producer.
- 7.10 That filming lights and noise will be severely restricted, particularly in residential areas, between the hours of 22:00 hrs and 08:00 hrs.
- 7.11 That any hours of filming exceeding the stipulated filming day will incur an overtime payment of £00.00 per hour or part thereof.

8.0 NOTICES

- 8.1 Notice under this Agreement shall be deemed given when delivered by hand when transmitted on receipt of a printout confirming due transmission if sent by electronic mail or facsimile, or three working days after mailing if sent by First Class mail and addressed to the parties addresses written at the head of this Agreement.
- 8.2 If either party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

9.0 GENERAL

- 9.1 If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
- 9.2 Failure or delay by Reel Film Locations Ltd in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement.
- 9.3 Any waiver by Reel Film Locations Ltd of any breach of, or any default under, any provision of this Agreement by the Producer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 9.4 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 9.5 Without prejudice to any other right or remedy, Reel Film Locations Ltd reserves the right to set off any amount owing at any time from the Producer to Reel Film Locations Ltd against any amount payable by Reel Film Locations Ltd to the Producer under this Agreement.

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The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

SIGNED by

Peter Sontes

Position

Date

On behalf of Middlesex University

Job no. 2876a

Production title: Bad Coffee

SIGNED by

Spinning

Position: Senior Film Officer

04 April 2016

On behalf of Reel Film Locations Ltd