

## DECISION RECORD <sup>1</sup>

Officer Key Decisions are subject to the Council's Call-In Procedure (Part 4 of the Council's Constitution <http://www.stevenage.gov.uk/content/committees/96416/Part4E-Overview-and-Scrutiny-Procedure-Rules-updated-October-2016.pdf>)

### **Subject: Filming Terms and Conditions**

*(Please use the same title as provided in the Forward Plan)*

**Staff Contact: Clare Fletcher**

**Executive Member: Lloyd Briscoe**

**Tel: 01438 242933**

**Portfolio: Economy, Enterprise and Transport**

#### **1. Decision**

That the proposed Filming Terms and Conditions are implemented and applied to all agreements moving forwards to support with filming requests.

#### **2. Reasons for the decision**

As discussed with Members at the September meeting of the Commercial and Investment Working Group, the Council will be pursuing a more formalised and chargeable filming offer moving forwards. To support with this approach, the Council has produced terms and conditions to issue to companies who have been approved for filming in the borough, in order protect the interests of both the Council and the Company.

#### **3. Alternative options considered and rejected <sup>2</sup>**

No alternative options were considered or rejected.

#### **4. Consultation**

##### **(a) Comments of Executive Member <sup>3 4</sup> (Cllr Lloyd Briscoe)**

I fully endorse the decision for the filming terms and conditions which is in the forward plan and delegated to officers. I endorse the progression towards a more formalised filming offer which should give us a good financial return with no costs to ourselves.'

##### **(b) Comments of other consultees <sup>5</sup>**

## DECISION RECORD

5. Following consultation with, and the concurrence of the Executive Member, I am proceeding with the proposed decision.

Signed: ... **SIGNATURE REDACTED** .....

Title: .....Strategic Director..... Date: ...10/11/2021.....

6. PLEASE RETURN COMPLETED/SIGNED FORM TO CONSTITUTIONAL SERVICES FOR PUBLICATION

<sup>1</sup> for guidance see Borough Solicitor's note "Taking Decisions"

<sup>2</sup> details of any alternative options considered and rejected by the officer at the time the decision was made

<sup>3</sup> record any conflict of interest declared by any Executive Member consulted. If an Executive Member declares a conflict of interest DO NOT PROCEED without seeking advice from the Borough Solicitor

<sup>4</sup> If the matter has general significance for the Council and/or is, or is likely to be, controversial, then the officer shall consult the appropriate Executive Member before proceeding. In some cases it will be necessary to consult more than one Executive Member, and in some cases the Leader of the Council will need to be consulted

<sup>5</sup> If the matter has local significance, but no general significance for the Council and no controversial aspects, the officer shall consult or inform the local member in writing (or by e mail) and proceed. It is essential that all officers responsible for delivering services ensure that local members are kept well briefed on issues affecting their areas.

**STEVENAGE BOROUGH COUNCIL FILMING TERMS AND CONDITIONS**

1. The Company, its employees and persons authorised by it shall have non-assignable, non-exclusive permission to enter upon and use the Licence Area for the sole purpose of the Production.
2. No filming, telerecording, sound recording or photography shall take place outside the Licence Area or outside the date(s) and time(s) detailed overleaf without the prior written consent of the Council.
3. The Company shall not carry out any activity whether connected to the Production or not upon or around the License Area which is illegal or otherwise in breach of UK laws.
4. The Council, at its sole discretion, reserves the right to reject any filming requests that are harmful to the License Area's reputation.
5. In the event of the Company being unable for reasons beyond its control to complete the Production within the date(s) and time(s) agreed, it is agreed that this Agreement shall continue in full force and effect for such further period as the Council may permit in writing for completion of the Production.
6. For locations where parking is payable, the Council agrees to allow parking at the advertised rate or at a rate agreed between the parties for Production; technical and crew vehicles including location caterers vans and space for caravans, mess rooms, make-up, wardrobe and rest rooms used or engaged by the Company for the Production for the date(s) and time(s) agreed.
7. The Company shall either:
  - (a) make good forthwith to the satisfaction of the Council any loss or damage to the Licence Area or the contents or the facilities granted to the Company provided that the Company is notified of the loss or damage within 14 days of completion of the Production, or,
  - (b) at the Council's election pay compensation to the Council for such loss or damage within 14 days of service of written demand by the Council on the Company.
8. The Company shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims and demands which may be brought or made against the Council in respect of personal injury, death or damage to property arising directly or indirectly out of the Company's use of the Licence Area.
9. The Company shall ensure that the License Area is kept clear of litter and that arrangements are made for litter collection and disposal. In the event of breach of this clause the Company agrees to reimburse the Council for the reasonable costs of carrying out any necessary clearance works.

10. It is a condition precedent to entering into this agreement that the Company shall provide before the start of the Production, and to the satisfaction of the Council or its Insurance Company, evidence that the Company has, at its own expense, taken out sufficient insurance policies to cover all liabilities under this Agreement (which must include Public Liability Insurance to a minimum of £10 million).

11. It is a condition precedent to entering into this agreement that the Company shall ensure that its employees and contractors comply during the Production with current Health & Safety legislation. All locations and projects must be assessed for risk and hazard, with a full risk assessment report being provided before the start of the Production.

12. In recognition of the rights and facilities being granted to the Company under this Agreement, the Company agrees to pay to the Council the agreed fee before starting the Production. Any additional days filming, telerecordings, sound recording or photography as provided for in Clause 5 shall be paid for at the rates set out in the Council's Guidelines for Fees before the Production is completed.

13. The Company will inform the Council before the start of the Production of any aspects of the proposed Production which shall involve any particular risk of fire, floods or damage and the Company shall pay the Council's cost of taking any special precautions which are in the opinion of the Council necessary to counter the said risk before starting the Production.

14. The Council accepts that the Company's editorial decision shall be final and that nothing in this Agreement shall be taken to imply any obligation on the part of the Company to show or broadcast the Production either in whole or in part.

15. The Council accepts that all world television rights, titles, interests and rights for world showing to paying and non-paying audiences and/or for home entertainment whether by means of digital / physical media or otherwise in relation to the films, telerecordings, sound recordings or photographs taken or made by the Company shall vest in the Company.

16. The Company will permit the Council to photograph any part of the Film and to reserve the right to use such photographs for promotional use only. The Council undertakes not to use such photographs until after the Production release date, unless otherwise agreed.

17. The Company will supply the Council with 20-30 seconds of video clip for promotional use on the Council's web-site. This will not be downloadable and shall be for viewing purposes only.

18. The Council reserves the right to charge the Company an additional fee if it discovers that the Company has misrepresented the production, method or purpose of the Production in any way to the Council. The Council will charge a Fee or such part as is

deemed reasonable. The Council will not be liable for any additional costs which the Company may incur.

19. The Company will not use drones, helicopters, firearms, fireworks or explosives, without obtaining the written consent of the Council and all other Necessary Consents relating to such use, prior to commencement of the Production.

20. The Company will not use or permit to be used any musical instrument, wireless receiving set, gramophone or any other music player or cause any nuisance whatsoever, unless specifically agreed in writing by the Council.

21. The Company will provide all electricity required externally by means of generators.

22. The Company will not carry out any activity which may, in the Council's opinion, cause prolonged nuisance or annoyance to persons using the License Area or members of the public passing by the Location.

23. The Company shall not hold itself out as part, agent or employee of the Council.

24. The rights granted under the Licence Agreement are not assignable to another party.

25. Either party may terminate this Agreement immediately if the Production cannot be made because of force majeure or any other cause beyond the reasonable control of the parties or if the other party is in breach of or has not observed any of the terms and conditions of this Agreement (without prejudice to any other remedies which may exist). Termination under this Clause is without prejudice to any outstanding or unresolved claims the Council may have against the Company under this Agreement at the date of termination for fees, expenses and/or compensation for loss or damage. In addition, the Council reserves the right to impose a £100 administration charge in the event of cancellation by the Company for any reason outside the provisions of this clause which shall be due and payable to the Council with immediate effect.

26. This Agreement shall be governed and construed in accordance with English law.