

Terms and Conditions PLEASE READ CAREFULLY

Definitions:

1. 'The Council' means Suffolk Coastal District Council or Waveney District Council.
2. 'The Applicant' means the organisation or person authorised to carry out filming/photography on council land or premises
3. 'Location Site' means the agreed venue or premises to be used for filming/location of photo shoot.
4. 'The Application Form' means the application form used to apply for written authority from the council to use council land or premises for the purpose of the film.

Terms and Conditions

1. Subject to compliance with the terms and conditions contained herein the Council will permit the Applicant access to the agreed Location Site for the purposes of the production and filming for the agreed number of days, dates and times.
2. The Applicant must examine the Location Site and ensure it is suitable and sufficient for their use and that it will require no alterations, items of equipment or services from the Council to facilitate or assist in the production and filming or for a commercial phot shoot.
3. The Applicant will, at its own expense, obtain all consents, orders or other statutory or mandatory notices in respect of the filming at the Location Site.
4. The Applicant will indemnify the Council against any liability, loss, claim, proceedings, fatality or personal injuries to any person or loss or damage to the property of any person (including property of the Council) caused by the negligence, omission, default or deliberate and wrongful act of any person in the employ of the Applicant or over whom they have control. Such indemnity shall be in the maximum sum of ten million pounds (£10,000,000) in respect of any one occurrence (save for death or personal injury where no such limit shall apply).
5. Without limiting their obligation and responsibilities in the Application Form, the Applicant before commencing any filming at the Location Site on the agreed dates, shall effect a Public Liability policy of insurance in a sum not less than ten million pounds (£10,000,000) in respect of the risks set out in paragraph 4 above and shall produce to the Council the policy so effected together with the current premium renewal receipts if required to do so.
6. The Applicant shall not break, damage, alter or tamper with any part of the Location Site (including damage to any tree, shrub, flower bed or lawned or grassed area) nor shall the Applicant cut, maim, injure, destroy or deface or otherwise alter or effect in any way any structure standing on or forming part of the Location Site or being in its immediate environs.
7. The Applicant shall not have the use of any mains or public utility facilities (save for the normal and necessary toilet and washing facilities) available at the Location Site unless the prior consent is obtained by the Council.
8. The Applicant shall not bring onto the Location Site any vehicle without the prior written consent of the Council.
9. Catering units are not permitted on Council land unless by prior written agreement has been obtained from the Council.
10. It is not permitted, without the prior written agreement of the Council, to use any public address system; loudspeaker apparatus, engines or generators.
11. The Council in its absolute discretion may allow the substitution of such alternative and additional days and times as requested by the Applicant, should for any reason the filming not proceed on the dates set out in the Application Form. This is provided that a written request for alternative or additional days is not less than three working days prior to any date specified in the Application Form.

12. Whilst the Council will make every effort to make the Location Site available, the Council reserves the right to cancel arrangements in an emergency or if in the opinion of the Council the use of the Location Site will cause public safety to be compromised. In such circumstances, the applicant shall be entitled to a refund of any sums already paid to the Council less any relevant costs incurred by the Council.
13. If filming does not take place on the agreed days for any reason, including adverse weather conditions and lighting, then the Council is entitled to retain any charge applicable to the applications as notified to the Applicant.
14. The Applicant shall at all times comply with any verbal or written directions or requirements by an officer of the Council. Any breach of these conditions or directions by the Applicant or any participant in the filming or photo shoot, may result in the offending persons being removed from the site and/or immediate cancellation of the hire. In these circumstances no refund will be made for any unused period of hire nor will any alternative days be offered to the Applicant.
15. If any filming/commercial photography equipment is brought on to the site and is left on the site after the filming has finished, or is left overnight if the filming lasts more than one day, is the sole responsibility of the Applicant. The Applicant shall be responsible for ensuring that any equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, the Applicant shall specifically ensure that the insurance cover to be provided covers all risks for all of the time that the equipment is on Council land.
16. In the event of any damage or loss being incurred by the Council as a result of the use of the Location Site the Applicant shall forthwith make good to the full satisfaction of the Council such damage or reimburse in full the cost or making good such damage and reimburse the cost of any mains supply used without authority.
17. The Council operates a 'leave no trace' policy and reserves the right to charge for the reinstatement of the land.
18. Where filming or a commercial photo shoot takes place on a Council site normally accessible to the public, the Applicant is to use as little of the site as reasonable and to make provision for the public to access the remainder of the site.
19. The Applicant agrees to credit the film location and the Council in the credits for the film.
20. There may be additional conditions specific to the chosen Location Site – information is available on application.