

Notice of no objection to filming on highways in the borough

(this form must be completed in conjunction with the online application to film form)

TERMS OF THE NOTICE

1. DEFINITIONS

1.1. For the purpose of this Notice:

- 1.1.1. "Notice" means these terms and conditions and the validated notice of no objection from the Council (attached).
- 1.1.2. "the Location(s)" are the specific locations listed in the Application to Film Form and agreed by the Council;
- 1.1.3. "the Applicant" is the person acting on behalf of the Production Company with appropriate responsibility who ensures that the terms of this Notice are adhered to. This must be the Producer or other Senior Manager

2. EQUIPMENT PERMITTED, SPECIAL EFFECTS ETC.

2.1. Except where otherwise agreed in writing, the following are not permitted at the Location(s):

- 2.1.1. explosions; fire; stunts; firearms (replica or real); smoke; playback; wet down; wind machines; indecency; unnamed special effects; camera tracking; dollies or cranes; generators or cables; lighting other than battery powered sun guns (ONLY hand held or tripod mounted cameras allowed under this Agreement).

3. VALIDATION OF NOTICE

- 3.1. By issuing this Notice the Council confirms that it has no objection to the Applicant (in common with members of the public and all other persons authorised by the Council, owners and/or managers) using the Location(s), for the period of the Permitted Use (Filming).
- 3.2. The Applicant shall consult with the Film Office or such other officer of the Council and shall use the Location, in a way which, so far as reasonably practicable, does not interfere with or impede the normal use of the Location(s).

4. FEES

4.1. The administrative charge for issuing this Notice is £75 payable in advance.

5. NO WARRANTY

5.1. The Council gives no warranty that the Location(s) is/are legally or physically fit for any specific purpose.

6. REPRESENTATION OF THE LOCATION

6.1. The Applicant shall have the right to represent the Location as another real or fictional place, or by other additional agreement represent the Location under its proper title.

7. RIGHTS IN THE FILM

- 7.1. All rights to the films and photographs taken at the Location shall vest in the Applicant. The Applicant shall have the right to exploit and exhibit the finished film with, or without the scenes photographed at the Location, in any medium now known or here after devised.

8. PRODUCTION COMPANY undertakings

- 8.1. The Production Company undertakes:

- 8.1.1. to carry out all filming activity at the Location(s) in accordance with the Film London Code of Practice March 2006.
- 8.1.2. to indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising as a result of the activities of the Production Company or any breach of any of the obligations in this Notice.
- 8.1.3. to effect and to maintain during the agreed filming period, insurance in a sum not less than £2,000,000 (Two Million Pounds) in respect of any one incident, with an insurer, or underwriter of repute against all liability of the Council to third parties arising out of, or in connection with the Notice and, the use of the Location or otherwise.
- 8.1.4. during the filming period to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Location for its safety and for the preservation of order in it and in the vicinity of it.
- 8.1.5. to permit the Council and its employees and agents to inspect and monitor the arrangements for the proper supervision of the Location.
- 8.1.6. not to carry out any unusual or risky activity at the Location.
- 8.1.7. not to leave litter.
- 8.1.8. not to bring alcohol or illegal substances onto the Location.
- 8.1.9. not to do, or permit or suffer to be done, anything to injure the reputation of the Council's Location, or the tenants or residents of or near the Location, or to offend against any statute, or any regulations made under any statute, or by the Council, or any other public authority.
- 8.1.10. not to make alterations or additions to the existing fabric, design or layout of the Location(s) or any of its facilities or services except as expressly authorised by the Council and subject to compliance with any special conditions made by the Council (which approval the Council shall be entitled to grant or withhold in its absolute discretion and if granted upon such conditions as the Council shall at its discretion stipulate)
- 8.1.11. to make good to the reasonable satisfaction of the Council any damage caused to or suffered by the Location(s) whatsoever within 14(fourteen) days.

9. PARKING

- 9.1. All applications for parking/suspensions must be made separately through the Council's Parking Control Office (contact 020 8753 3288).

10. HEALTH AND SAFETY

- 10.1. If necessary, a risk assessment must be completed and forwarded to the Council's Film Officer after the technical recce.
- 10.2. At all times, whilst at the Location, the Applicant must comply with all relevant Health and Safety Legislation.

11. GENERAL

- 11.1. If at any time the Production Company fails to comply with the terms and conditions of this Notice and having been notified of such failure, continues to act in breach of the terms and conditions above, this Notice shall be immediately revoked.
- 11.2. At the end of the Filming Period, the Production Company undertakes to immediately remove all their equipment, goods and litter from the Location(s) and to leave it in a clean and tidy state and original condition. Should the Applicant fail to do so the Council will remove the rubbish etc. at the Applicant's expense, such cost to be payable to the Council on demand.

12. SPECIAL CONDITIONS

- 12.1. The Production Company shall:

- 12.1.1. not compromise the safety of other highway users and generally be considerate to other highway users.
- 12.1.2. be careful when placing equipment on the highway (pavement and road). No cables, cameras etc., to be left in an unsafe position.
- 12.1.3. ensure there is a crew member at either end of the working area, to guide pedestrians around the area, preventing them from tripping. Pedestrians must not be channelled into the roadway.
- 12.2. A minimum of 1.5 metres access, on the pavement, must be maintained at all times.
- 12.3. Cones and signs must be used to indicate there is a film crew working and crew must wear high visibility jackets.
- 12.4. Hazard signs shall be placed either end of the filming area, with flashing lights warning road users.
- 12.5. Please letter drop all local residents and businesses affected by the filming, advising them what is happening and where. Also include the film officer's and location manager's mobile numbers.
- 12.6. The highway must be left in its original condition on completion of the shoot.
- 12.7. A site meeting is required.

The London Borough of Hammersmith & Fulham (the "Council") has no objection to the following company filming on highways or pavements in the Borough providing the terms and conditions attached to this notice are followed.

Signed by the Production Company
Application to film form number:
Project title:
Production Company:
Position:
Print Name:
Signature: Dated:
(The signatory must be the Producer of the Project or other Senior Manager.)
Contact details:

To validate this Notice please, fax a completed Notice form to the Council's Film Office with your current public liability insurance details. Once approved the Council's Film Officer will sign this Notice to validate it and will send you a copy for your records.

Film Office - Phone: 020 8753 2171 Fax: 020 8753 2247 Mobile: 07860 400 741

THIS NOTICE IS INVALID WITHOUT AN AUTHORISED SIGNATURE FROM THE COUNCIL.

Signed by The Council
Position:
Print Name:
Signature: Dated:
A duly authorized officer for and on behalf of the Council