

# Filming in Southampton

General terms and conditions



# Filming in Southampton - Terms and Conditions

## Definitions

**The Council:** Southampton City Council

**Event Management:** The council department responsible for processing and granting permission for filming in Southampton (located at Civic Centre, Southampton, SO14 7LY)

**Council Representative:** A person or persons either appointed by Event Management Department to oversee the film request or a person or persons carrying out a statutory function.

**The Company:** The organisation or person authorised to carry out filming on council land, premises or highways.

**Agreement:** Written authority from the council to use council land or premises for the purposes to film.

**Location Site:** The agreed venue or premises to be used for filming.

**Filming:** The agreed production, storyline and script submitted by the Company.

## Agreement -Terms and conditions

1. The Council in consideration of any payments and indemnities agreed will allow and permit the Company 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 Council in its absolute discretion may allow and permit the substitution of such alternative and additional days and times as requested by the Company, should for any reason the filming not proceed on the dates set out in the agreement. 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 film agreement. All other terms and conditions in the agreement will remain in full force for any alternative or additional day or days.
3. The Company will represent the agreed location site under its proper title or if desired to represent it as being either another real place or a fictional place according to the requirements of the story of the film.
4. The Council will allow and permit the Company to represent the said location site under its proper title or if desired, to represent it as being either another real place or a fictional place according to the requirements of the story of the film.
5. The Council will allow and permit the Company to incorporate any scenes filmed in the said location site in the final version of the film either as a sequence on its own or preceded interlaced or followed by such other scenes as the Company may require including scenes and stage sets representing for the purposes of the film any part or portion of the aforesaid location site and to take still photographs of the location site.
6. The Council will allow and permit the Company to exploit and exhibit the film and stills thereof with or without the scene photographed on the aforesaid location site in any medium not known or hereafter devised without any restriction whatsoever.
7. The Company must examine the location site and find it 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 of the said film save the attendance of a member of the Council's staff at such times as the filming is in progress if requested or necessary.
8. The Company will, at its own expense, obtain all consents, orders or other statutory or mandatory notices in respect of the filming at the location site.
9. The Company 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 Company 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.
10. Without limiting their obligations and responsibilities under the Agreement, the Company before commencing any filming at the location site on the agreed dates, shall effect a policy or policies of insurance to the satisfaction of the Council in respect of the risks set out in item 9 above and shall produce to the Council the policy or policies so effected together with the current premium renewal receipts if required to do so.
11. The Company 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 Company 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.

## Filming in Southampton - Terms and Conditions

12. The Company 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 representative.
13. The Company shall not bring onto the location site any vehicle without the prior written consent of the Council representative.
14. In the event of any damage or loss being incurred by the Council as a result of the failure by the Company to comply with the above provisions, then and in any such event the Company shall forthwith make good to the satisfaction of the Council representative such damage or reimburse in full the cost or making good such damage or reimburse the cost of any mains supply used without authority in excess of any returnable monies as defined in condition 19.
15. The Company shall not do or cause to be done any act or omission or default which may give rise to any action whatsoever from any third party against the Council, its servants or agents.
16. The Company shall not do or cause to be done any act contrary to law or which in the opinion of the Council tends to lower, damage or injuriously affect in any way the image or the Council in the eyes of the public or any section thereof.
17. In consideration for the Council allowing the Company access for the purpose of filming and production at the location site, the Company will agree to pay the Council an agreed fee in respect of the agreed dates and times during which the premises are so required. The Council will invoice the Company for the agreed sum.
18. 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 the daily or agreed rate aforesaid.
19. The Council may also retain out of any sum due for return to the Company any sum or sums in respect of making good any damage and not made good by the Company under the terms and conditions 11 – 14.
20. The Company should note and abide by the [film guidelines and code of practise for Hampshire](#)
21. There may be additional conditions specific to the chosen location site – information is available on application.
22. The Company should note and abide the specific guidelines and [Code of Practice for UAV / Drone Filming](#)
23. The Council may, without liability to the Company save in respect of repayment of any fee paid in respect of the Film permit, where it considers that the filming project or the continuation of the filming, would be a risk to health, including without limitation any risk arising from the Coronavirus Covid-19 or any mutant or variation thereof, cancel the filming or if already begun require the Company to cease filming forthwith and the Company shall comply with the Council's requirements promptly and take all reasonable steps required by the Council to mitigate the risk identified.

### **Additional Terms and Conditions – Southampton City Council's Arts and Heritage properties** including

Southampton City Art Gallery, SeaCity Museum, Tudor House and Garden, Westgate Hall.

Further charges may apply and advance notice required for the following services.

- A. Condition report for location before and after.
- B. Condition report for artefacts before and after.
- C. Curator will require topic and artefacts with 2 weeks notice.
- D. Notice for any staff member involvement with filming will be required with a minimum of 2 weeks notice.
- E. Notification of exact locations in order to carry out checks on copyright requirements will be required with a minimum of 2 weeks notice.

### **Code of Practise for UAV / Drone Filming**

- Only hire a Civil Aviation Authority (C.A.A) licensed pilot/company. If they are licensed they should have a valid "Permissions for Aerial Works" certificate. If the pilot is not licensed they will not be insured or have public liability cover and they are not allowed to work or provide commercial services. Unlicensed and uninsured companies may well be cheaper however they should not be used! It is also worth asking a drone pilot for an up to date copy of their insurance.
- Pilot requires permission of the landowners to take off and land the drone on their property.

- Pilot cannot fly drone directly over people, roads, buildings which have not been given permission from the person and/or landowner. Drones can fly directly over or near to people who are deemed “under control” – i.e actors, presenters, extras etc. They would need to be safety briefed and aware that they are going to be filmed by a drone.
- Drones can fly up to 400ft (restricted air space starts at 500ft).
- Sub 7k rig drone cannot fly within 50 metres of a property, road members of the public where the landowner has not given permission for filming. A drone over 7k rig must have at least 150 metres clearance of a property where permission has not been obtained. The pilots may be required to contact air traffic control when flying near to an airport or aerodrome, so that the drone can be operated safely at a certain height on a specified date and time.
- Drones cannot be flown at night (or out of daylight hours) unless the company has special permissions for night time flying.
- Any qualified drone pilot should complete a site assessment before agreeing to undertake a job. They will need to check various factors including if they are in restricted airspace. The responsibility of any flight and its legalities rests with the drone operator however if breaking his/her CAA conditions, may invalidate their insurance policy.