

APPLICATION FOR FILMING ON THE HIGHWAY

Project Title	
Production Company name	
Address	
Telephone number	
Email address	
Location manager Name	
Location Manager telephone number	
Location Manager email address	
Invoice address (if different from above)	
Highway Affected Road names Town/Parish	
Proposed Filming Date	
Proposed Filming Times	

Please provide an outline of your filming proposal

Please provide the following information / documentation (CHECK LIST)	YES	NO
Is Traffic management required for this activity?		
Have you included your Traffic Management Plan?		
Have you provided a copy of your Risk assessment?		
Have you provided a copy of your Method Statement?		
Have you provided a copy of your Public Liability Insurance for a Minimum of £10M?		
Have you provided a copy of your advisory letter to local residents/businesses & Parish Council?		
Have you referred to the BCC Code of Practice for filming		
You agree to the Buckinghamshire County Council Terms & Conditions (Please note that non agreements will mean that the filming cannot take place)		
Signature:		

FILMING TERMS & CONDITIONS

Health and Safety

1. The Film Producer will need to produce an adequate 'method statement' for the Council to understand the film shoot process and the Film Producer needs to draw up a 'risk assessment' to the satisfaction of Buckinghamshire County Council (BCC) and forwarded to the TMA Support Officer after the technical recce.

Special effects etc.

2. Except where otherwise agreed in writing, the following are **not** permitted on site: explosions, fire, stunts, charged firearms, smoke, playback, wet down, wind machines, indecency or unnamed special effects.

Terms

3. The Council gives no warranty that the Site is legally or physically fit for any specific purpose.
4. The Production Company shall have the right to represent the Site as another real or fictional place, or by prior agreement to represent the site under its proper title.
5. All rights to the films and photographs taken at the site shall vest in the Production Company. The Production Company shall have the right to exploit and exhibit the film with, or without the scenes photographed at the site, in any medium now known or here after devised, without restriction.

Production Company 's undertakings

6. To indemnify the Council against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this notice, or any breach of any of the obligations on the part of the Production Company.
7. To effect and to maintain during the agreed filming period insurance in a sum not less than £10,000,000 (Ten Million Pounds) in respect of any one incident, with an insurer, or underwriter of repute against all liability of the Council and the Production Company to third parties (including for the avoidance of doubt employees of the Council and the Production Company) arising out of, or in connection with, the use of the Site and to produce, or demand, evidence of this insurance.
8. During the filming period to provide a sufficient number of attendants and/or stewards for the efficient supervision of the Site for its safety and for the preservation of order in it and in the vicinity of it. Any undertaking by the Production Company not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
9. To permit the Council and its employees and agents to inspect and monitor the arrangements made by the Production Company for the proper supervision of the Site.
10. To observe such rules and regulations governing the use of the Site as may have been made or as may from time to time be made by the Council.
11. Not to use the site or any part of it otherwise than for the permitted use.
12. Not to do, or permit or suffer to be done, anything to injure the reputation of the site, or to offence against any statute, or any regulations made under any statute, or by the Council, or any other public authority, or to imperil any agreement granted for the Site, or any insurance effected on it.
13. Not to permit or suffer any persons to enter or use the Site other than persons who are employees or agents of the Production Company engaged in the production, or who are members of the cast of the film or production.
14. Not to make alterations or additions to the existing fabric design or lay-out of the Site or any of its facilities or services except as expressly permitted by this notice and subject to compliance with the related conditions of the Council (which approval the Council shall be entitled to grant or withhold in its absolute unfettered discretion and if granted upon which conditions as to reinstatement and security as the Council shall in its like discretion stipulate)
15. Any undertaking by the Production Company not to do an act or thing shall be deemed to include all employees, servants, agents and any persons associated with the Production Company
16. To make good to the reasonable satisfaction of the Council any damage caused to or suffered by the Site as a result of, or arising from its use by the Production Company pursuant to this Agreement, within 14 (fourteen) days.
17. At the end of the filming period the Production Company undertakes to immediately remove all their equipment, goods rubbish and litter from the Site and to leave it in a clean and tidy state. Should the Production Company fail to do so the Council will remove the rubbish etc. at the production companies expense, such cost shall be payable to the Council on demand.
18. At all times, whilst in occupation of the site, the Production Company will comply with all relevant Health and Safety Codes of Practice and Legislation that may apply to the site or the work being carried out thereon. Furthermore, if required, the Production Company will show the Council any relevant 'method statements' and 'risk assessments' before filming begins.
19. The Production Company agrees to abide by the Code of Practice developed by Screen South and SAEEDA, a copy of which is available on request.
20. No litter, alcohol or illegal substances are permitted on site.
21. Sufficient security must be employed to ensure the film companies vehicles are not interfered with and that the general public do not form a crowd watching the filming.
22. Unit signs can be used providing they are taken down immediately after the crew have arrived at unit Base/location.
23. Traffic Coning/Parking reservation can be used providing the residents have been informed in writing (except in Civil Enforcement Areas)
24. Parking dispensation in civil enforcement areas are available on application to the relevant District Council..
25. 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, The Council reserves the right, to revoke this notice forthwith.
26. The Production Company must ensure that the local residents, businesses and Parish Council are informed in writing of when and where the filming is taking place and also of the type of activities being undertaken.
27. The Production Company must give BCC 5 – 7 working days notice before any filming can take place, failure to comply may result in your application to film being rejected.