

FILMING TERMS AND CONDITIONS

1. The terms and conditions set out in this document will apply to any contract between Borough Market Business Limited, company number 08157060 of 8 Southwark Street, London SE1 1TL (“BMBL”) and any natural or legal person (the “Producer”) to whom authorisation is granted by BMBL to enter on to, and carry out filming activities in, the Borough Market, London SE1 marked in red on the attached plan (the “Market”) which contract shall be formed upon the occurrence of the following events:
 - a. The receipt by BMBL of a filming application submitted by the Producer in the form provided from time to time by BMBL; and
 - b. The issue by BMBL of a letter or email (the “Offer Letter”) setting out the dates and times on which BMBL will permit the Producer to enter on to and to film within the Market (the “Agreed Date and Times”); and
 - c. Acceptance by the Producer of the terms of the Offer Letter (the “Acceptance”) which for the avoidance of doubt shall be constituted by :
 - i) the sending of a letter or email by the Producer to BMBL confirming such acceptance; together with
 - ii) the payment to BMBL by the Producer of the Fee as defined in paragraph 2 below
2. a. The Producer will prior to its entry to the Market pay to BMBL a fee as set out in the offer letter (the “Fee”) as consideration for the grant of a licence to enter into and film at the Market on the Agreed Date and Times. The Fee may not be paid by debit or credit card but may be paid by:
 - i) bank transfer ;
 - ii) cheque (to be cleared prior to the Agreed Date and Times and to be made payable to Borough Market Business Ltd); or
 - iii) cash.

b. If following the Acceptance, the Producer shall notify BMBL:

 - (i) more than 24 hours in advance of the Agreed Date and Times that it no longer wishes to enter into and film at the Market then the Producer shall be liable to pay to BMBL a cancellation fee equivalent to 50% of the Fee;
 - (ii) less than 24 hours in advance of the Agreed Date and Times that it no longer wishes to enter into and film at the Market then the Producer shall be liable to pay to BMBL a cancellation fee equivalent to the fee.
3. The Producer warrants that the Market will not be identified by name, and no branding which will identify the Market will be included, in any film footage or film stills taken at the Market on the Agreed Date and Times which will be shown, displayed, broadcast or circulated by the Producer or by any third party authorised in writing by the Producer to distribute, market or exploit the material filmed or recorded at the Market on the Agreed Date and Times (the “Material”).

4. BMBL acknowledges and agrees that the Producer shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the Material including the perpetual and irrevocable right to, and to license others to, use and re-use all or any part of the Material in connection with the Film, or any other film as the Producer shall elect, and advertising, publicising, exhibiting and exploiting the same in any and all media throughout the world for the full period of copyright and of all other rights in the Material, including all extensions, revivals and renewals of such rights and thereafter (insofar as is or may become possible) in perpetuity. BMBL shall, and will procure that TBM shall, have no right of action for an infringement of copyright against the Producer, or any other party authorised in writing by the Producer to distribute, market or exploit the Material, arising from or based on any use or exploitation of the Material.
5. BMBL grants to the Producer (and the Producer's successors, assignees, licensees, employees, agents, independent contractors and suppliers), the right to refer to the Market or any part of the Market by any fictitious name, to attribute any fictitious events as occurring at the Market and to include scenes photographed, filmed and/or recorded at the Market either as a sequence, on their own or preceded, interlaced or followed by such other scenes the Producer may require, save that BMBL reserves all rights in relation to any claim for defamation or malicious falsehood or any breaches of clauses 2, 15 or 17 and it is agreed and acknowledged by the parties that BMBL makes no representations on behalf of TBM in relation to claims for defamation or malicious falsehood or any breaches of clauses 2, 15 or 17.
6. In the event of any claim by BMBL against the Producer, save where such claim arises from any alleged defamation, BMBL shall be limited to BMBL's remedy at law for damages, if any, and BMBL shall not be entitled to enjoin, restrain or interfere with the production, advertising, publicising, exhibiting or exploitation of the Material. In any event BMBL will have no right of claim over the Producer's ownership of or intellectual property rights relating to the Material.
7. If the Producer requires use of the Market to photograph or film retakes or other scenes, BMBL shall permit the Producer to return to the Market for such purposes on substantially the same terms and conditions as those set out in this Agreement, save that:
 - a) BMBL reserve the right to charge an additional fee for such entrance in to and use of the Market which shall be equal to the Fee (either in its entirety or calculated pro rata for any period of time less than that referred to in this Agreement); and
 - b) The dates and times of such return will be subject to the written approval of BMBL, to be exercised at its absolute discretion.
8. The Producer agrees that its filming activities at the Market on the Agreed Date and Times will be covered by public liability insurance of at least £5 million per individual incident. Copies of all relevant insurance papers must be submitted to BMBL at least 3 working days prior to entry into the Market by the Producer or any of its employees, sub-contractors or agents.
9. The Producer will under no circumstances, and will procure that its employees, sub-contractors or agents will under no circumstances, hold BMBL or their representatives liable for any damage to or loss of personal property, equipment sustained during filming or vehicles parked within the boundaries of the Market.

10. The Producer agrees and will procure the agreement of its employees, sub-contractors and agents that neither BMBL nor their representatives will be liable for any personal injury to or death of any of the Producer's employees, sub-contractors or agents in the Market during the Agreed Date and Times.
11. Nothing in these terms and conditions shall limit or exclude BMBL's liability for:
 - a) death or personal injury or damage to property caused by negligence on the part of BMBL or its employees or agents; or
 - b) any matter in respect of which it would be unlawful for BMBL to exclude or restrict liability.
12. The Producer acknowledges that it will be liable for any damage or injury caused to the Market, any property belonging to TBM, persons on such property or the property of any persons on such property which arises from or in connection with any act or omission of the Producer or its employees, sub-contractors or agents, on property belonging to TBM and that at the expiry of the Agreed Date the Producer will remove all equipment from the Market and will leave the Market in a clean and tidy condition.
13. The Producer acknowledges and agrees that it shall to the greatest extent permitted by law indemnify BMBL against:
 - a) any direct or indirect costs, expenses, losses, fees, fines, levies, proceedings, or damage which may be incurred by or caused to BMBL or any TBM or BMBL property by any acts or omissions of the Producer, its employees, sub-contractors or agents; and
 - b) any costs or liabilities whether direct or indirect associated with or arising out of any claim or action made or taken against BMBL as a result of or in connection with the activities carried out by the Producer, its employees, sub-contractors or agents or their presence in the Market.
14. The Producer must at all times comply, and must ensure compliance by its employees, sub-contractors and agents, with all statutory requirements, and all or any directions issued by BMBL representatives, including but not limited to statutory requirements or directions relating to health and safety, food hygiene and data protection whilst in or in the vicinity of the Market.
15. It is the responsibility of the Producer to inform and where necessary obtain the written consent of the relevant authorities, traders and local residents of its plans for filming in the surrounding area. The Producer acknowledges that it may need to and where necessary will obtain separate consents from the local authority, traders and/or local residents (as applicable) to film at stands or stalls within the Market or in the area surrounding the Market, and that that it may need to and where necessary will obtain separate release forms from visitors to or traders at the Market who are filmed, photographed or recorded during the creation of the Material, and that BMBL provides no warranty in this respect.
16. If either party is prevented, hindered or delayed from or in performing any of its obligations under these terms and conditions by an event beyond the reasonable control of that party which could not have been prevented by the use of good industry practice but excluding the obstruction of any public highway in the vicinity of the Market (a "Force Majeure Event"), each party's obligations arising under these terms and conditions shall be suspended while the Force Majeure Event continues to the extent that it is so prevented hindered or delayed.

17. BMBL reserves the right to withdraw the licence granted to the Producer to enter into and film in the Market at any time if, in the reasonable opinion of BMBL, the Producer's presence or activities at the Market cause unacceptable disruption to the operation of, or an unacceptable risk to health and safety at, the Market. BMBL agrees that it will before withdrawing the licence granted to the Producer, notify the Producer of any concerns which it has in connection with the Producer's filming or other activities and permit the Producer a reasonable period in which to resolve such concerns to the reasonable satisfaction of BMBL.
18. BMBL also reserves the right to withdraw with immediate effect the licence granted to the Producer to enter into and film in the Market at any time if TBM withdraws BMBL's own licence to film in the Market.
19. BMBL gives no warranty that the Market is fit for the purpose required by the Producer or that the Market will remain in good repair and condition.
20. Each of these terms and conditions shall be construed separately and if any of them prove to be illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.
21. The failure by either party to exercise or delay by either party in exercising a right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under these terms and conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in these terms and conditions are not cumulative and are exclusive of any rights or remedies provided by law.
22. No variation or amendment of these terms and conditions shall be valid or effective unless agreed in writing between BMBL and the Producer.
23. For the avoidance of doubt, nothing in these terms and conditions is intended nor shall it be construed as creating a relationship of partnership, joint venture, agency, landlord/tenant or other relationship between the parties other than that of independent contracting parties.
24. Any grant of a licence to enter into and film in the Market issued by BMBL to the Producer is a is not intended to be for the benefit of, and shall not be enforceable by, any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
25. Any grant of a licence by BMBL to the Producer to enter into and film in the Market in accordance with the requirements of Clause 1(a) to 1(c) above will constitute a contract which shall be governed by and construed in all respects in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.