

## TERMS AND CONDITIONS

1. The company, its employees and persons authorised by it shall have permission to enter upon and use the Licence Area as detailed overleaf for the purpose of the Production as detailed overleaf.
2. No filming, telerecording, sound recording or photography shall take place outside the Licence Area or date and time detailed overleaf without the prior written consent of the Council. If your photo shoot/filming does not include usage of Houses that are fronted onto the beach, please observe the privacy of these residents, and use other parts of the beach.
3. In the event of the Company being unable for reasons beyond the control of those engaged in the Production to complete the Production within the time overleaf, it is agreed that insofar as the context admits the terms and conditions of this Agreement shall continue in full force and effect during such further period as the Council may permit in writing for completion of the Production.
4. The Council agrees to allow parking at the advertised rate or at a rate agreed between the parties for Production, technical and crew vehicles including location caterers vans and space for caravans, mess rooms, make-up, wardrobe and rest rooms used or engaged by the Company for the Production for the date and time as detailed overleaf. Any vehicle that finds itself in difficulty after being advised not to take the vehicle onto the beach will be responsible for arranging the removal of the said vehicle at the cost to them.
5. The Company shall either (a) make good forthwith to the satisfaction of the Council any loss or damage to the Licence Area or the contents thereof arising out of the facilities granted to the Company provided that the Company is notified of the loss or damage within 14 days of completion of the Production on the Licence Area, or, (b) at the Council's election pay compensation to the Council for such loss or damage within 14 days of service of written demand by the Council on the Company.
6. The company shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims and demands which may be brought or made against the Council in respect of personal injury or damage to property arising directly or indirectly out of the Company's use of the Licence Area.
7. The company shall provide before the start of the Production, and to the satisfaction of the Council or its Insurance Company, evidence that the Company has, at its own expense, taken out sufficient insurance policies to cover all liabilities under this Agreement (which must include Public Liability Insurance to a minimum of the figure quoted overleaf).
8. In recognition of the rights and facilities being granted to the Company, the Company agrees to pay to the Council the agreed fee shown overleaf before starting the Production. Any additional days filming, telerecordings, sound recording or photography as provided for in Clause 3 shall be paid for at the rates set out in the Council's Guidelines for Fees before the Production is completed.
9. The Company will inform the Council before the start of the Production of any aspects of the proposed Production which shall involve any particular risk of fire and the Company shall pay the Council's cost of taking any reasonable special precautions which are in the opinion of the Council necessary to counter the said risk before starting the Production.
10. The Council accepts that the Company's editorial decision shall be final and that nothing in this letter of Agreement shall be taken to imply any obligation on the part of the Company to show or broadcast the Production either in whole or part.
11. The Council accepts that all world television rights, titles, interests and rights for world showing to paying and non-paying audiences and/or for home entertainment whether by means of video cassettes or otherwise in relation to the films, telerecordings, sound recordings or photographs taken or made by the Company shall vest in the Company.
12. The Council reserves the right to charge the Company an additional fee if it discovers that the Company has misrepresented the production, method or purpose of the Production in any way to the Council. The additional fee shall be based on the fee the Company would have had to have paid under the Council's Guidelines for Fees (a copy of which has been made available for inspection to the Company) and shall be paid by the Company within 14 days of the service of a written demand by the Council on the Company.
13. Either party may determine this Agreement immediately if the Production cannot be made because of force majeure or any other cause beyond the reasonable control of the parties or if the other party is in breach of or has not observed any of the terms and conditions of this Agreement (without prejudice to any other remedies which may exist). Termination under this Clause is without prejudice to any outstanding claims the Council may have against the Company under this Agreement at the date of termination for fees, expenses and/or compensation for loss or damage. In addition, the Council reserves the right to impose a £50 administration charge in the event of cancellation by the Company for any reason outside the provisions of this clause which shall be payable to the Council with immediate effect.