



To :

Attn: Locations Dept.

Filming Licence

This Licence is to be completed and signed by an authorised representative before any filming is permitted within Buckinghamshire County Council's Country Parks. Please complete this Licence in black ink using BLOCK CAPITALS and return it by post or hand (or fax if agreed) with proof of public liability insurance and risk assessments to the Country Parks Officer, Black Park Country Park, Black Park Road, Wexham, Buckinghamshire, SL3 6DR.

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BUCKINGHAMSHIRE COUNTY COUNCIL**

THIS LICENCE is between **BUCKINGHAMSHIRE COUNTY COUNCIL** of County Hall, Aylesbury, Buckinghamshire, HP20 1 UA (hereinafter called "**the Licensor**") and [REDACTED] ("**the Licensee**").

Company Name: [REDACTED]

Address: [REDACTED]
[REDACTED]

Office contact: [REDACTED]

Telephone No. [REDACTED]

Fax No.

E-mail. [REDACTED]

Access/egress to
Locations:

Black Park, Country Park

Black Park Road, Wexham

Buckinghamshire, SL3 6DR

("The Premises") for the purposes of photography and recording only for the production of

Project title [REDACTED]

Type of production (please delete as appropriate)

Film

on the following terms:

1. Subject to all the provisions in this Licence the Licensor grants to the Licensee a Licence to use the premises [as shown edged red on the attached plan Schedule 1] only for the purpose permitted under this Licence and for the period specified in Schedule 2, the licensee must agree the dates and times of all filming activities with the licensor and shall not without prior agreement of the licensor vary the dates or times of the filming activities. **This is essential to avoid a clash of activities by different groups giving rise to dangerous situations.**

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2. The Licensee is not allowed to carry out any works to the Premises other than any specified in Schedule 2. Any works carried out must, if required by the Licensor, be fully reinstated at the Licensee's cost to the Licensor's satisfaction within 7 days of filming (reasonable wear and tear excepted). Licensee shall be allowed to return to the Premises at a mutually convenient date or dates (to be agreed in good faith) to continue or reshoot such scenes as Licensee may require under the same conditions as those contained herein.
3. The Licensee undertakes as follows: -
 - 3.1 not to carry out any activity which may cause nuisance or annoyance to persons using the Premises or members of the public passing by the Premises.
 - 3.2 to indemnify and keep indemnified the Licensor from and against all costs, charges, and claims. liability, demands and expenses whether in respect of the death or injury of any person or the damage or destruction of any property (whether real or personal) howsoever arising as a direct or indirect result of the privileges hereby permitted except such as shall arise from the direct negligence or wilful misconduct of the Licensor.
 - 3.3 to maintain a third party public liability indemnity policy in a sum of not less than 10 million pounds.
 - 3.4 to provide all essential amenities required including electricity, water, heating etc.

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- 3.5 to park all vehicles in the area allocated for this purpose by the Licensor.
- 3.6 to ensure that the assigned representative of the Licensor is provided with a full list of vehicle registration numbers prior to the commencement of filming and to ensure that all vehicles bear a disc identifying the fact that they are connected to the Licensee.
- 3.7 to ensure that the access/egress route is clearly signed before occupying the Premises, ensuring that there are not fittings or attachments directly into or damaging any of the vegetation, trees, or buildings that form part of the Premises.
- 3.8 to provide adequate and appropriate signage informing the general visitors of the potential disruption that may be caused of a type and situated in locations agreed with the Licensor all at the Licensee's expense.
- 3.9 to ensure the working area is kept clear of litter and arrangements made for its collection and disposal, to a standard agreed by an authorised representative of the Licensor all at the cost of the Licensee.
- 3.10 to ensure the location is thoroughly cleared of all products and arisings resulting from filming, to a standard agreed by a representative of the Licensor

3.11 to ensure adequate emergency precautions are taken and approved by the Licensor.

3.12 the licensee will ensure that any water based activities will be continually supervised for its durations by the relevant number of lifeguard/s. The licensee and the lifeguard/s will report to the countryside centre prior to the commencement of each activity and provide evidence that the lifeguard/s present is/are properly qualified under the relevant national standards for the activity and will at all times operate under the relevant safes codes of practice. The licensee will guarantee that the lifeguard/s has/have any additional equipment required as highlighted within the licensee's risk assessments and method statements.

3.13 to ensure all access/egress is taken through a route agreed with the Licensor's representative marked on the plan in red and that any vehicles driving on location observe the speed limit of 5mph at all times.

Any vehicles using routes not agreed by the Licensor or travelling at a speed greater than 5mph will be considered as unauthorised vehicles on site and will be subject to a £50.00 (plus VAT) fixed penalty payable by the Licensee.

3.14 Not to damage deface or otherwise harm the Premises or any land of the Licensor and to make good any loss or damage to the Premises or contents thereof arising out of Licensee's use thereof (excepting ordinary wear and tear), subject to such loss or damage being the direct result of and caused by Licensee's negligence or wilful misconduct and provided always that

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each claim for loss or damage is notified to the Licensee by the completion of filming or subsequently in writing to the Licensee within 7 days of Licensee vacating the Premises. Licensee shall complete repairs to the Licensors satisfaction within 28 days of demand (assuming such repairs can be completed in 28 days). The letter attached as Schedule 3 shall be signed by Licensor within 7 days of Licensee vacating the Premises, or on completion of any required restoration.

- 3.15 Not to commit or permit the commission of any act (or omission) which shall give rise to claims by third parties against the Licensor.
4. In consideration of the grant of this Licence the Licensee shall pay to the Licensor the location fee specified in Schedule 2. The location fee will be payable whilst the Licensee occupies the Premises or any part of it irrespective of whether filming takes place. The location fee allows the presence of the following vehicles on site: Action vehicles, Camera and sound cars, generator and lighting truck, catering facilities (kitchen and dining/kitchen support) art/properties department, make up vehicle and toilet facilities. Other vehicles may be allowed on site but a daily charge per type of vehicle as specified in Schedule 2 will be levied and will be based on an accurate vehicle count as specified by the Licensor, the count to be made once during each period of occupation.
5. Any unauthorised occupation of the location or omission to fully clear the location of any items associated with filming will incur an additional 50% surcharge on the normal filming rates until the site is cleared.

6. Any changes to Schedule 2 must be notified in writing to and authorised by a representative of the Licensor before these changes are undertaken. Unauthorised changes to Schedule 2 will either incur an additional 50% surcharge on the normal filming rates or result in a breach of the contract entitling the Licensor to require cessation of filming.
7. Any payments must be made in advance at least 7 days prior to filming cash or cheque payable to Buckinghamshire County Council and will be subject to VAT at the current rate.
8. In the event of the Licensee not filming on the dates set out in the Licence the Licensor shall be entitled to either-
 - a) Retain the fee; and/or
 - b) Recover its actual expenses incurred which arise from the filming not taking place
9. The Licensor reserves the right to charge an addition to the above fee in the event of incurring staff costs directly attributable to this Licence.
10. No smoking is allowed in any of the Licensor's buildings.
11. The Licensee has the right to represent the Premises under their proper title or any fictional title unless specified in the Schedule.
12. The Licensee will make good any damage to the Premises howsoever arising whether directly or indirectly out of their use and or caused by their

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negligence, such damage to be notified to the Licensee within 21 days of filming.

13. The Licensee is to ensure the presence of either a location manager or other authorised representative at the Premises at all times outlined in schedule 1 and to inform the Licensor of the identity of such person(s) prior to the filming taking place.
14. The Licensee and its Successors is to own all rights of every kind, in and to all film and sound recordings and photographs made in and about the Premises including the irrevocable right to use, or not to use any and all film photographs and recordings of the Premises, and any persons employed by the Licensor or present on the Premises, and to exploit the same by any means in any and all mediums either now known or hereafter devised throughout the world in perpetuity.
15. The Licensee and its Successors may incorporate the Premises (including names, signs and identifying insignia) in the said scenes in the final version of the film either as a sequence on its own, or preceded, interlaced or followed by such other scenes as they may require including without limitation scenes of studio sets representing for the purpose of the film the interior of any premises, and exploit and exhibit the film with, or without, the scenes photographed at the Premises, by any means in any and all mediums either now known or hereafter devised throughout the world in perpetuity. Furthermore, Licensor hereby irrevocably grants to Licensee and its Successors the right, in perpetuity, throughout the world, to duplicate and re-create all or a portion of the Premises and to use the same in any media and/or manner known or unknown, including without limitation in, and in

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connection with any motion picture, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.

16. The Licensee at their own expense must obtain any consent necessary from any Statutory body and in particular to obtain all consents necessary from the relevant Local Authority and Police for the carrying out of filming on any public highway.
17. The Licensee will not do any act matter or thing which would or might constitute a breach of any Statutory agreement affecting the Premises and in particular to ensure that all filming and ancillary activities are carried out in accordance with the Health and Safety at Work Act 1974, and regulations made under it and any other related UK legislation and relevant codes of safe practice. The licensee is required to supply a signed and dated copy of the health and safety policy statement. This must have been reviewed within the last twelve months.
18. The Licensee to provide the Licensor with a written statement of intent for all proposed activities related to the production occurring on the Premises. At least 7 days before the period specified in Schedule 2.
19. In accordance with The Management of Health and Safety at Work Regulations 1999, the Licensee shall carry out a risk assessment for their proposed film activities, location and access/egress routes in order to ensure safety of members of the public, County Council Officers and their staff, contractors and others. The Licensee shall provide a copy of the risk

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assessment to the Licensor at least 7 days before the period specified in Schedule 2.

20. The licensee is required to produce Method Statements dealing with the residual hazards/risks identified by the risk assessments prepared as detailed above. The method statements shall include an emergency plan, which shall take account of the relevant risk assessment and emergency information provided by the licensor and annexed to this licence. This will include the names, addresses and emergency contact numbers for the permanent onsite licensee's representative and any other contractors or associated production staff working on site. This is to be provided to the licensor at least 7 days before the period specified in Schedule 2 who reserves the rights to require amendments for any reason.

21. Construction (Design Management) Regulations 1994 as amended (CDM) Should the construction of sets invoke the application of the CDM Regulations the licensee shall notify the licensor of the name, address and contact phone number of:

- A. The Planning Supervisor
- B. The Principal Contractor
- C. Any Sub-contractors

The licensor reserves the right to refuse any of the above or any other persons working on its premises, if for any reason, before or during the work it has reason to believe they are not or will not act in a safe and competent manner.

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Prior to the commencement of the work the Planning Supervisor shall liaise with the licensor as the plan may affect the licensors staff and others. A copy of the plan is to be provided to the licensor at least 7 days before the period specified in schedule 2. The licensor reserves the right to require amendments for any reason.

22. The Licensee to observe such reasonable rules and restrictions made by the Licensor as notified to Licensee in advance of the period set out in Schedule 2 with regard to the use of the Premises.
23. The Licensor reserves the right to immediately stop prevent or restrict any filming in the event that in the reasonable opinion of the Licensor the Licensee is in material breach of any of its obligations of this Licence or a situation or incident has or is likely to occur including but not limited to injury to persons, damage to buildings or their content or trees or vegetation or the surrounding environment or the excessive and unreasonable use of vehicles. Prior to Licensor exercising any remedies available pursuant to this License or otherwise, Licensee shall be given notice of a material default hereunder (if such default is curable) and accorded three (3) days [reducible to twenty-four (24) hours for exigent circumstances] to cure such default; provided that Licensor shall not be deemed to waive any claim for damages arising before, during, or after such cure period if such default is not cured by Licensee.
24. Credit, if any, shall be at Licensee's sole discretion. Licensee's failure to accord credit to Licensor shall not be deemed a breach of the terms of the Agreement.

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25. Licensor warrants and represents that:

- a) it is alone entitled to grant the rights and permissions granted to Licensee above (which cannot be withdrawn without Licensee's consent) and that it is free to enter into this agreement and that it is vested with all the rights in connection with the contents of the Premises necessary to enable it to grant Licensee the right to film and record any and all contents designs and insignia in or on the Premises in connection with the Film;
- b) it will not interfere with any filming and neither it nor any person for whom it is responsible will take any photographs or recordings of Licensee's activities at the Premises or of any personnel engaged on the Film and that Licensor and any person for whom it is responsible will keep confidential any information relating to the Film, any personnel engaged on the Film or Licensee's activities which may come to Licensor's or any person for whom it is responsible's knowledge and will not make reference to the Film in any publicity or advertising material without Licensee's prior written consent; and
- c) the Premises are safe and suitable for their intended use.

26. Licensor hereby irrevocably releases Licensee from all liability of whatever nature following from or arising as a result of the portrayal of the Premises in the Film as it is released throughout the world, and warrants that Licensor has been informed of the subject matter of the Film and shall make no claims in respect of any reference to the Premises or contents

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thereof in the Film or in respect of defamation, invasion of privacy, copyright or trademark infringement arising out of Licensee's use of the material filmed, recorded or photographed on the Premises.

27. Licensors acknowledges and agrees that all the rights, permissions and releases herein granted to Licensee shall be deemed to extend to all persons, firms or corporations distributing, exploiting or exhibiting the Film.
28. Force majeure. If the Licensor is prevented or hindered from carrying out its obligations by circumstances beyond its reasonable control such as government intervention, accidents, illness, weather or Acts of God, then the Licensor's liability to the Licensee shall be no greater than the amount paid by the Licensee to the Licensor. The Licensee should ensure that its losses including loss of profits arising from cancellation of the Activities due to force majeure are covered by its insurance
29. Licensee shall have the right, at any time, to assign or otherwise transfer this License, in whole or in part, or any or all of Licensee's rights or obligations hereunder to the Picture's financier and/or distributor and/or [REDACTED]
[REDACTED]
[REDACTED] or any of its parent or affiliated companies.
30. Licensor hereby agrees that in the event of any default of any of the terms of this Agreement by Licensee, its only remedy shall be an action at law for

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damages, if any, actually suffered by Licensor. In no event shall Licensor be entitled to rescind this Agreement, receive injunctive or other equitable relief or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Film or the rights granted hereunder.

31. This Agreement (as amended from time to time) together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

SCHEDULE 2

Precise filming dates

Set / Prep./Strike Day(s) [REDACTED] Day +VAT

Filming Day(s)... [REDACTED] Day + VAT

Hold Day(s)..... [REDACTED] Day +VAT

Total = [REDACTED]
Payable 50% upon entry, 25% payable on or around [REDACTED] 2018, 25% payable on or around [REDACTED]

Exact locations

[REDACTED]

Special Conditions

Trackway to be laid in areas as per site visits to enable lighting crane access to Locations, Crane / Generator / Welfare Unit on site & 24hour Security in place

Forestry Works being carried out from [REDACTED] ([REDACTED]) to the end of [REDACTED] Delays to the forestry operations may incur additional charges (Quoted per day)

Harvester,	£900.00
Forwarder,	£750.00
Chipper,	£1350.00
Tractor and trailer,	£550.00

Any amendments are to be submitted to the Licensor in writing and countersigned by both the Licensor and Licensee on an addendum form before commencement.

Unit Manager's Name: [REDACTED]

Contact details: [REDACTED]

Location Manager's Name: [REDACTED]

Contact details: [REDACTED]

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.....
Other information: Additional Areas to be identified and agreed with [REDACTED]

[REDACTED] Filming Dates subject to change

SCHEDULE 1

Map of Parks, identifying the precise locations where filming is undertaken and the exact access routes that the film crew are allowed to use.

AS per site Recces.

Please See attached Location Brief

DECLARATION

a) Public Liability Insurance

I attach a brokers letter confirming public liability cover to the value of

b) Health and Safety Policy/Risk Assessment/Method statements

I attach a copy of a health and safety policy, current risk assessment and related method statements that have been carried out for the duration of the filming taking place on the Premises

c) I attach a copy of all vehicle registration numbers that will be present on the Premises and a copy of the identifying logo.

d) I attach a letter of intent outlining what the production will involve whilst based within the Premises.

e) Terms and Conditions

I accept the Licensor's Terms and Conditions for filming.

f) All rates, taxes and other charges incurred by virtue of the filming and for preparation shall be payable by the Licensee.

Signed for and on behalf of, and with the authority of, the Applicant

Name(capitals) [REDACTED]

Signed..... [REDACTED]

Position(capitals) [REDACTED]

Date

27/07/18

Signed for and on behalf of Buckinghamshire County Council

Name(capitals) [REDACTED]

Signed..... [REDACTED]

Dated.....

02.08.18

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LOCATION DEPT. CONTACTS: <div style="background-color: black; width: 100%; height: 100px;"></div>	LOCATION BRIEF & Contract Appendix (Schedule 1) <div style="background-color: black; width: 100%; height: 40px;"></div> Production Office: <div style="background-color: black; width: 100%; height: 40px;"></div>	BLACK PARK COUNTRY PARK, BLACK PARK ROAD, <div style="background-color: black; width: 100%; height: 20px;"></div> DISTANCE FROM STUDIOS <div style="background-color: black; width: 100%; height: 30px;"></div>
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Black Park shoot details -
(CONFIDENTIAL AND COMMERCIALY SENSITIVE.
NOT FOR DISTRIBUTION)

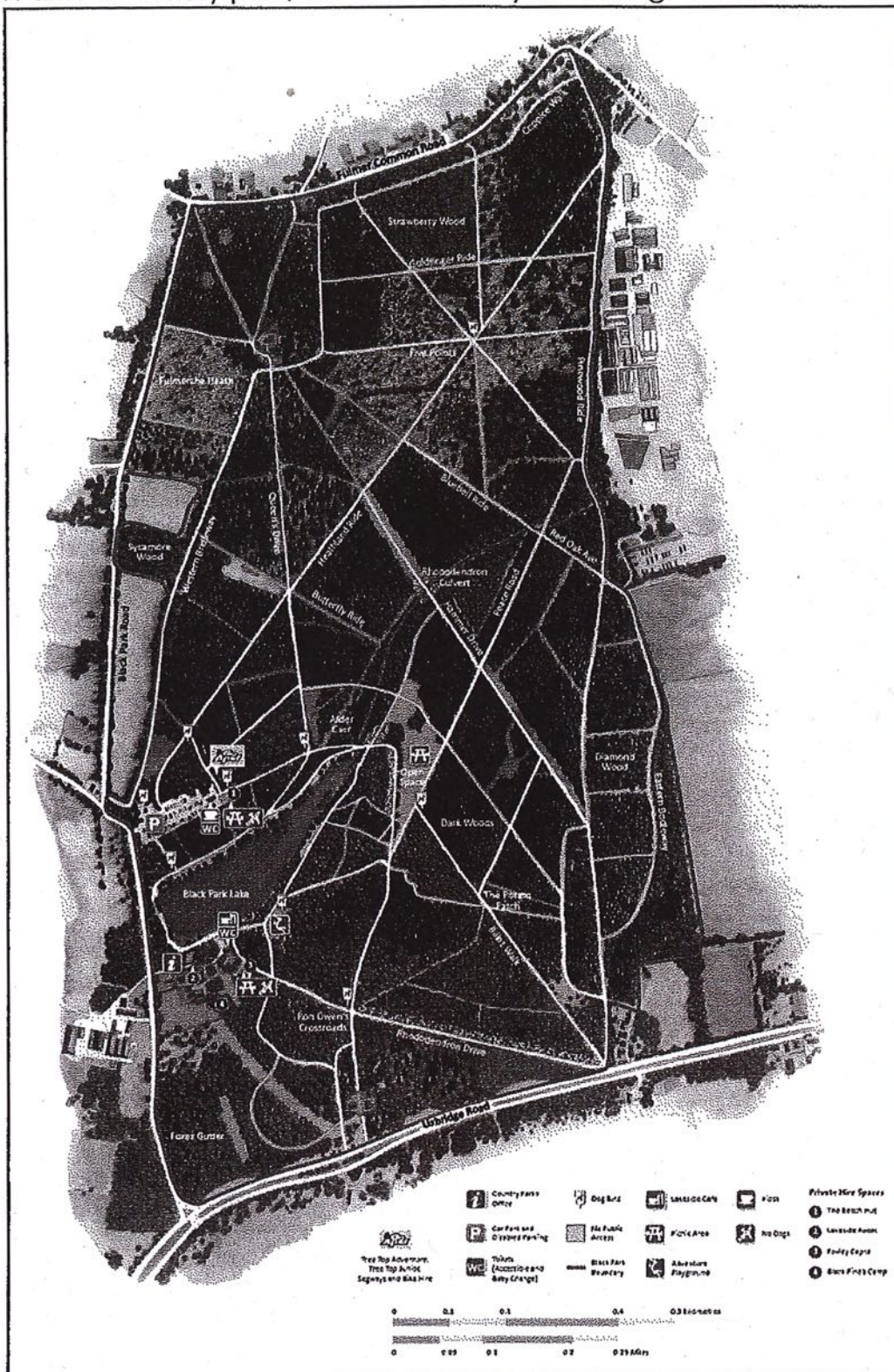
SETS	<div style="background-color: black; width: 100%; height: 40px;"></div>	SITE ACCESS	<div style="background-color: black; width: 100%; height: 40px;"></div>
UNIT BASE	AS PER BELOW MAP	PARKING	AS PER BELOW MAP
TOILET FACILITIES	TECH BASE & ON Locations (Welfare Units)		

LOCATION INFORMATION:

Diary of events: Shooting Dates: <div style="background-color: black; width: 100%; height: 20px;"></div> <div style="background-color: black; width: 100%; height: 40px;"></div> September September September Prep Duration: Week Commencing <div style="background-color: black; width: 100%; height: 20px;"></div> Rehearsal days: TBC (Weather dependant) Shoot days: <div style="background-color: black; width: 100%; height: 20px;"></div> Strike days: Kit removal including trackway from <div style="background-color: black; width: 100%; height: 20px;"></div> Timings: Main Shoot period to be within hours of approx. 0700-2000 Crew Sizes filming days: <div style="background-color: black; width: 100%; height: 20px;"></div> Additional locations on 1st Visit to be agreed with <div style="background-color: black; width: 100%; height: 20px;"></div>	Diary of events: <div style="background-color: black; width: 100%; height: 300px;"></div>
Supervision: Ecologist / Conservation Advisor <div style="background-color: black; width: 100%; height: 20px;"></div> as required for periods of preparation, during filming and periods of demobilisation	

1 Site Description

Black Park is a country park, within the County of Buckinghamshire.



2 Proposed Filming Operations

2.1 Technical Equipment

To be used for the purposes of filming scenes involving dialogue between characters.
Technical equipment to include:

- 1-2 cameras possibly including 1 steadicam (person mounted via harness)

- Camera Crane (Panacondor with Techno Crane)
- Camera tripods
- Dolly for camera (4 wheeled base on which camera can be mounted)
- Jonesy deck (dolly platform) consisting of a flat surface raised on adjustable legs
- Track for camera (for dolly to run on)
- Boom microphone & recording equipment (to be attached to sound engineer)
- Flags and screens (to block or otherwise manipulate natural light)
- Stands (to support flags & screens)
- [REDACTED]
- Small 5kva hand portable generators
- Lamps on stands, various sizes.
- Landrover mounted (40Kva) Generator, 18 Tonne generator truck.
- Video Playback units, including handheld and back pack mounted
- Mist and fog effect making machines, small handheld, controlled by trained SFX operatives.
- Aluminium and plastic Trackway (Temporary Access Track)
- [REDACTED]

2.2 Filming Activity

'Action' will take place exclusively within a privately owned site, owned by Buckinghamshire County Council.

Public have access to all areas and generally follow both a maintained path and denuded access routes throughout the park. Areas in the [REDACTED] and around the sets where possible will be fenced off using Heras fencing to create a physical and a visual barrier.

2.3 Set Dressing

[REDACTED] to be placed in [REDACTED] area.

2.4.1 Props

2.4.2 Greens

Extensive dress of [REDACTED]

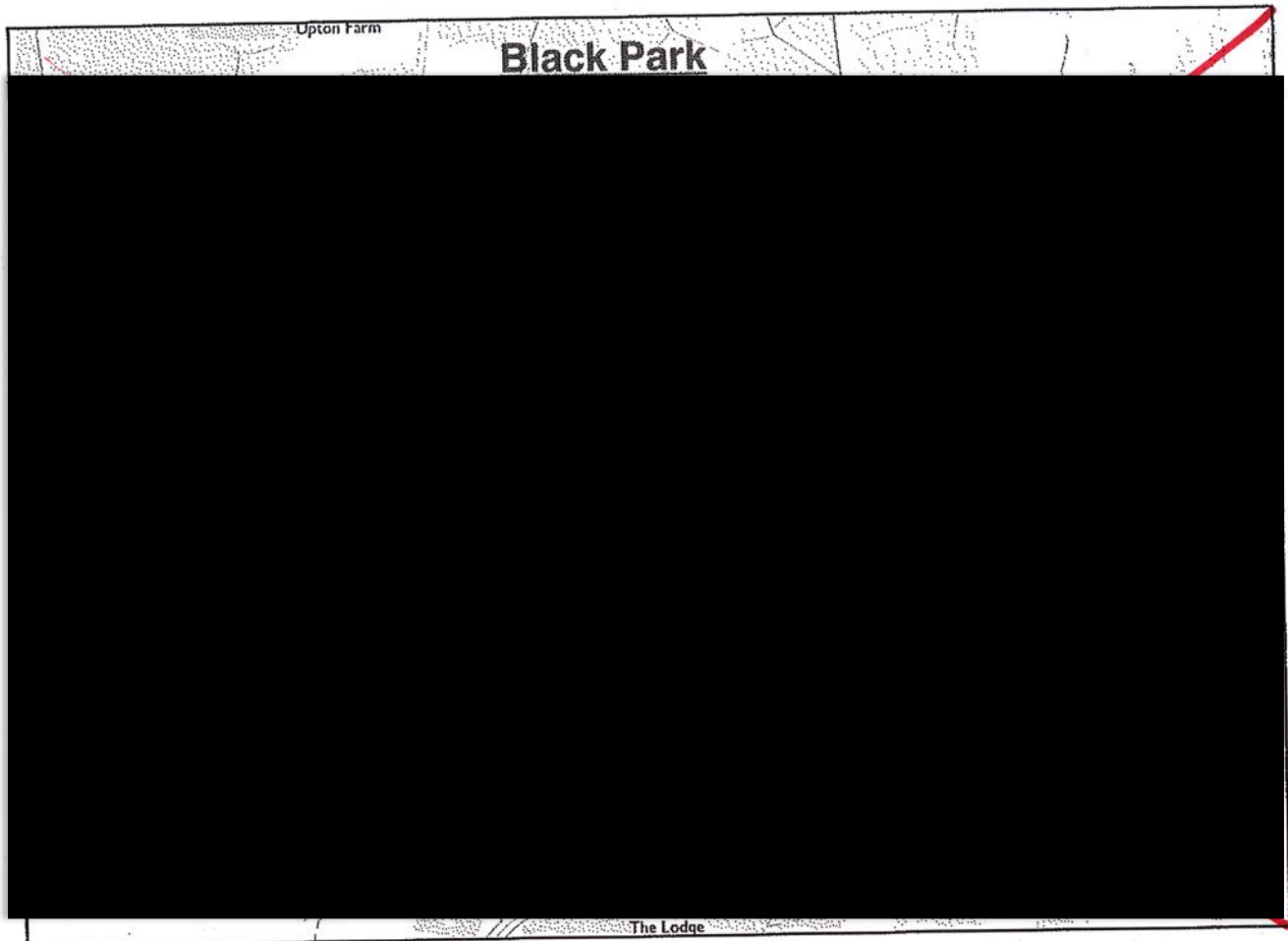
Other areas tbc with [REDACTED]

2.4.3 Stunts

2.4.4 Horses

None

Logistics: Installation of Equipment and Facilities



3.1 Toilets, Temporary welfare facilities will be placed in suitable areas at the Unit/Tech Base during prep and strike.

3.2 Operations Base / Equipment Storage

Marquee to be erected at Unit Base for Crowd Holding and Dining
Large Vehicles to remain in Car Park and Technical Base at Unit Base, access from existing public highway. Some HGV's required at [REDACTED]
Smaller vehicles / equipment and materials to access the set's using 4x4's. These will be marshaled at base and provided with designated drivers.

3.5.1 Operating Hours

07:00 – 2000 daily tbc. (Prep / Strike)

3.5.2 Site Occupancy

[REDACTED]

3.5.3 Daily Number of Crew & Support Staff

Approx. [REDACTED] on shoot days + [REDACTED]

Security guards on site 24/7 from [REDACTED]

[REDACTED] inclusive.

3.5.4 Helicopter Activities

n/a

3.5.5 Black Park Impact Activities (site visit [REDACTED] May 2018)

- Established boundary line for badger set [REDACTED]

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