

Filming on Arun District Council's owned or controlled land

Terms and Conditions

Definitions

'The Applicant' means the individual who has completed and signed the application.

'The Council' means Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF.

'The Director' means the Director of the film or production.

'The Events Officer' means the Council Officer who is responsible for events and Filming in the Arun District.

'The Filming' means the activity described in the application, which the Applicant has applied to hold on Council owned or controlled land.

'The Site' means the area which the Council authorises the Director/Applicant to use for the Filming.

In these terms and conditions words in the singular include the plural and the masculine gender includes the feminine.

General Conditions

The Applicant and any persons applying on behalf of the Applicant will be jointly and severally responsible for all payments to be made in connection with the Filming and for the cost of complying with all the obligations, which are to be carried out by the Applicant. In the case of the Applicant, this will remain a personal liability.

The Filming must not create an annoyance or nuisance to the occupiers of any neighbouring property or business.

The Director and the Applicant must comply with all byelaws, regulations and statutory controls which regulate either the use of the Site or any of the activities which take place as part of the Filming.

Permission to film may be refused by the Council if the Applicant fails to provide copies of any licences, consents, permits, approvals and permissions required, prior to the Filming taking place.

The Council will also not approve any filming application where the content/purpose of filming is deemed inappropriate.

The Applicant must allow Council Officers to have access to the Site before and after the Filming to inspect all documentation and the Site.

The Council reserves the right to cancel the Filming on its land where deemed appropriate, before or during the Filming at no cost to the Council (including, without limitation, by reason of a Force Majeure Event.)

For more information please visit: <http://www.arun.gov.uk/filming-in-the-district>

Force Majeure

A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) Acts of God, flood, drought, earthquake or other natural disaster;
- (b) Epidemic or pandemic;
- (c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) Nuclear, chemical or biological contamination or sonic boom;
- (e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) Collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service

Risk Assessment

The Director or the Applicant must complete and submit to the Council, at the application process, a comprehensive copy of their risk assessment. A risk assessment template is available online, see <http://www.arun.gov.uk/holding-an-event>. If the risk assessment is deemed to be unsatisfactory by the Council, the Applicant will be requested to modify and resubmit the documentation at least seven days before the Filming takes place.

The Applicant is responsible for the health and safety of all persons participating or assisting during the Filming. Failure to comply with the Council's health and safety requirements will result in the cancellation of the Filming.

Drones

The Applicant must ensure they highlight any use of drones or aerial filming equipment on their application form. To operate a drone for commercial purposes the operator must have a permit from the Civil Aviation Authority (CAA) in order to firstly apply for permission from the Council.

More information can be found at <http://www.caa.co.uk/Commercial-Industry/Aircraft/Unmanned-aircraft/Small-unmanned-aircraft/>

When drones are being operated CAA drone code must be adhered to:-

- YOU are responsible for each flight
- Take time to understand the rules as you are legally responsible for every flight.
- Failure to comply could lead to a criminal prosecution.
- Keep your drone in sight
- You must keep your drone in sight at all times. Stay below 400 feet.
- YOU are responsible for avoiding collisions
- You should never fly a drone near an airport or close to aircraft. It is a criminal offence to endanger the safety of an aircraft in flight Keep your distance
- It is illegal to fly your drone over a congested area.
- Never fly within 50 metres of a person, vehicle or building.

If you think a drone is being flown dangerously then call the local police on 101.

- Consider rights of privacy
- Think about what you do with any images you obtain as you may break privacy laws. Details are available from the Information Commissioner's Office.

If you use your drone for any kind of commercial activity on Council controlled or owned land you will need to apply for a permit directly from the CAA.

More information can be found at [Filming in the District](#)

Insurance

The Applicant shall, where applicable in accordance with the Employers Liability (Compulsory Insurance) Act 1969, arrange employers liability insurance cover which is valid for the duration of the Filming and with an indemnity limit of not less than £5,000,000 in respect of any one claim, the number of claims being unlimited in any insurance year.

The Applicant shall arrange public liability insurance cover which is valid for the duration of the Filming and with an indemnity limit of not less than £5,000,000 in respect of any one claim, the number of claims being unlimited in any insurance year.

The insurance cover must be arranged with a provider who is authorised and regulated by the Financial Conduct Authority to issue insurances in the United Kingdom. Details of the insurance cover with confirmation that it has been agreed and all premiums paid in full must be supplied to the Council at least four weeks before the Filming date.

The Council may, at its discretion, demand that the Applicant obtains a higher level of insurance indemnity, in which case the Applicant will be notified of the amount of cover required when the application is received.

The Applicant shall ensure that any third parties engaged for the Filming have their own public liability and employers liability insurance covering their potential liability arising from their participation in the Filming with a limit of indemnity of not less than £5,000,000. The Applicant shall ensure that the insurance cover held by third parties is valid for the duration of the Filming and record particulars of the insurance policies prior to participation and to maintain a right to recover from such third parties in respect of any claim brought against the applicant but for which the third party may be responsible.

The Applicant is required to obtain copies of public liability insurance certificates showing the same level of cover from third party suppliers/providers of services for the Filming and will produce these to the Council at least two weeks prior to Filming.

Indemnity

The Applicant shall indemnify the Council against any and all expenses, costs, damages and claims for injury to persons (including death), loss of or damage to property, and other financial loss subsequent upon or arising directly or indirectly from holding the Filming, save to the extent that such injury, loss or damage may be due to the act or negligence of the Council.

The Site

The Applicant must take full responsibility for the Filming to ensure that no unauthorised personnel have vehicle access to the Site. If use of access gates are required to gain entry to the Site all gates must be adequately manned by marshals on behalf of the Director whilst unlocked. Failure to comply may result in charges to the Applicant.

No vehicles may be parked on the Site unless specifically authorised. The Applicant will need to state in their application form the number of vehicles parked on the Site during the Filming.

Root protection zones must be respected. The Applicant must ensure that no vehicles are parked directly under trees at any time. This will avoid any unseen long term damage to any trees from soil compaction.

No vehicles are permitted to park near or on tree roots in the used Site at any time.

The Applicant must remove all equipment and restore the surface of the Site to the Council's satisfaction at the end of the Filming or any longer period during which they have been permitted to occupy the Site. It is the Applicant's responsibility to make sure adequate prevention methods are put in place to protect the Site from possible damage, such as using wooden boards when moving vehicles around the Site.

The Applicant must keep the Site free from litter and refuse during the Filming, clear the Site and the Council's adjoining land of all litter and refuse at the end of the Filming. Failure to comply may result in charges to the Applicant.

The Applicant must follow any vehicle access guides that are in place for individual Sites. The Applicant will be given the relevant vehicles access guide once the online application form has been submitted and permission given.

Hotham Park

The Applicant must discuss their power requirements with the Events Officer (either during the application process or prior to submitting their Filming application form).

The Hotham Park vehicle access guide must be read and understood prior to submitting the application. Any layout plan that does not adhere to the guide or subsequent changes made to any approved layout plan which then does not adhere to the guide will result in permission being withdrawn.

Large Filming activities within Hotham Park will be required to have a one way system in place as part of their traffic management for the Filming, especially during set up and clear down. The Events Officer will advise when this is required.

Note: Large Filming activities are considered to be more than 15 people in a crew or Filming for more than a 3 day period at one Site.

Road Closures

For any Filming activities which may stop the flow of traffic on a public highway the Applicant will need to complete a road closure application form.

The Applicant must have third party public liability insurance with a minimum cover of £10,000,000 (ten million pounds) for the period they are on the highway and confirmation of this cover will be required by the Council before the Filming date.

The Applicant is required to inform all those affected in advance of Filming such as residents, local businesses, hospitals and bus companies.

The Applicant will be responsible for providing any necessary signage and barriers, which must be illuminated during hours of darkness and removed immediately after the Filming has taken place.

For more information on road closures the application form to be completed and applicable fees, see <http://www.arun.gov.uk/road-closure-orders>.

Charges

See the below table for the relevant fees.

<u>Duration</u>	<u>Charge</u>
Under 3 hours	£52.00 Admin Fee
Over 3 hours	£115
1 day +	£115 per day

All Applicants will be charged a £25.00 deposit for the loan of keys to access the Site. The keys will be signed in and out via a meeting with the Events Officer before and after Filming.

It is the responsibility of the Applicant to check all keys on Site which are signed out to them at least one week prior to the Filming.

All educational and non-profit Filming will be considered to have fees waived or reduced. All fees are decided by the Events Officer.

If fees and the deposit are not received by the deadline set, deadlines will be set on a case by case basis, the Council will not give permission for the Filming to precede and access to the Site.

Location Agreements

Should the applicant require the Council to enter into any agreement in respect of the filming, the applicant must allow the Council sufficient time to review any document. A minimum of seven days must be allowed between receipt of any document and the filming date. Applicants are advised that in the event of any conflict between these terms and conditions and any agreement submitted by the applicant, these terms and conditions shall prevail.

Governing Law

Any dispute or claim arising out of or in connection with these terms and conditions shall be governed by and construed in accordance with the law of England and Wales.