



Agreement for Filming at the Victoria and Albert Museum
Between

The Board of Trustees of the Victoria and Albert Museum, Cromwell Road, London, SW7 2RL.
(‘the Museum’) and ...

The Schedule

The Production:

Location: Victoria and Albert Museum.

The Dates:

The Credit: With Thanks to the Victoria and Albert Museum

IT IS AGREED AS FOLLOWS

1. Permission for Filming

The Museum gives permission, subject to the terms of this agreement to permit filming on a non-exclusive basis at the Location on the Dates for the purpose, only of inclusion of footage in the Production but not otherwise (‘the Shoot’).

Any further filming or use of the Location on any other dates other than the Dates shall also be subject to the terms of this agreement.

2. The Location

The location and the objects and collections normally within it, shall remain save for any items which, in the Museum’s sole discretion, the Museum wishes to remove and subject to the normal day to day running of the Museum, its exhibition programme and any loans.

3. Prior Information Required

No later than the Notification Date the Film Company shall supply to the Museum a full breakdown of:

- The equipment that it will be bringing into the Museum
- The names of all crew (both freelance and employed) who will be assisting at the Shoot either within the Museum or adjacent to it
- The vehicles, trailers and other plant that it will be bringing to the Museum or which will be used outside the Museum in connection with the Shoot

- Its requirements in connection with power and other facilities which are to be used (‘the Prior Information’)

4. Obligations of Personnel

The Film Company shall (and shall ensure that its employees, freelancers, talent agents, representatives and persons brought to the Location in connection with the Shoot (‘the Personnel’) shall) at all times:

- Follow promptly and courteously the directions of the Museum’s employees regarding access, supplies, parking, movement of vehicles, obstruction and routing of power leads.
- Safeguard and keep free from damage or loss the buildings including the walls, skirting boards, flooring, ceiling and other items in and about the fabric of the building as well as the items and objects on display or otherwise at the Location (‘the Premises’).
- Observe any relevant Acts of Parliament, by-laws, regulations, health and safety requirements, fire regulations and other matters affecting the Location or the Shoot in any way
- Comply with the Museum’s conditions for Contractors working on site [available on Request]

5. Making Good

At the conclusion of the filming, the Film Company shall make good completely and in all respects any damage to Premises or any part thereof or at the option of the Museum pay Compensation in relation to the same.

6. Indemnity

The Film Company shall indemnify and keep the Museum indemnified against all actions, proceedings, costs, claims and demands which may be brought or made against the Museum in respect of personal injury, death or damage to any property whether or not that of the Museum which is caused by any act or omission of the Film Company.

7. Representations

This permission for filming is given by the Museum based on the representations made by the Film Company including details set out in the Schedule and that the script delivered to the Museum prior to filming is clear and accurate representation of the nature and narrative of the Film.

8. Copyright, Model Releases etc

The Film Company shall be wholly responsible for any model releases, copyright licenses or other permissions which may be necessary to permit any trademark licences to be taken during the Shoot to be used in the Film.

9. Ownership and Rights

Copyright in the Production shall remain vested in the Film Company, but the Film Company hereby grants to the V&A an irrevocable, royalty-free, non-exclusive licence to copy and use the Production and to reproduce the contents in it for any **non-commercial** purpose whatsoever relating to the V&A.

10. Insurance

The Film Company shall deliver to the Museum on the Notification Date a certificate of insurance in the name of the Film Company with a respectable insurer sufficient to cover all and any potential liabilities of the Film Company arising or which may arise pursuant to this agreement. This shall be a condition precedent of this agreement and the permission which is being offered by the Museum.

11. Fitness for Purpose

It is acknowledged that the Museum is used as a public building for the advancement of education and has not been designed or adapted for the purposes of filming. No warrants is therefore given that the Location or any part of the Museum is safe, appropriate or fit for the purposes of filming and the Film Company shall make its own investigations and satisfy itself that it can carry out the Shoot and comply with its responsibilities under this agreement without jeopardy or danger either to itself, the Personnel or the Museum.

It is declared that the mere delivery of the Prior Information shall not be deemed any acknowledgement or admission that it can comply with the proposal of the Film Company or that the steps taken by the Film Company to comply with the terms of this agreement are appropriate and reasonable.

12. The Film

Within 21 days of the date hereof or the Notification Date whichever is the earlier the Film Company shall give the Museum a synopsis of the script and, additionally, extracts from the script of those scenes which are to be filmed at the Location together with such further information regarding the terms and scope of the film as the Museum may request ('the Outline Story').

13. Credit

The Film Company shall insert the Credit in all copies of the Film and ensure that the Credit is shown as part of the Film whether on theatrical release, DVD / Video or other usage. Any other reference to the Museum or the Location shall be in a form agreed by the Museum in advance, in writing or in accordance with the Credit Line as outlined in The Schedule.

14. Editorial Control

It is accepted that the editorial decision of the Film Company in respect of the footage used is final unless the material to be shot varies materially from that included in the synopsis and extracts from the script delivered to the Museum under 12 above.

15. Termination

Either party may terminate this Agreement forthwith if:

- The other party is in material or persistent breach of any of these terms and a period of 14 days has elapsed since the party wishing to terminate has notified the other of the breach and the other party has failed to remedy the same.

The Museum may terminate this Agreement by notice in writing to the Film Company if:

- Any of the Personnel shall be guilty of gross misconduct
- The scenes being shot at the Location differ materially from those outlined in the Outline Story
- Damage or loss occurs to any of the Premises during the period that any of the Personnel are at the Location.

16. Effect of Termination

On termination, the permission given in clause 1 cease with immediate effect.

Termination of this Agreement howsoever cause shall not affect:

- The rights and obligations of both parties under this Agreement in the period up to the date of termination;
- The rights and obligations of both parties under this Agreement which by their nature are due to continue beyond such termination.

On termination, the Museum shall be under no obligation to refund or return any payments made to them by the Film Company.

17. No Assignment

The Film Company shall not be entitled to assign this Agreement or sub-license or transfer any of its rights and obligations hereunder save (a) to a completion guarantor

notified to the Museum by the Notification Date or (b) with prior written consent of the Museum.

18. General

This Contract shall be governed by and construed in accordance with English law.

This Contract supersedes any previous agreements between the parties in respect of the Shoot, and no variation of this Contract after the date hereof shall be made except with the written consent of the parties.

Notwithstanding anything elsewhere in this Agreement, nothing contained in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for Contracts (Rights of Third Parties) Act 1999. The Film Company shall not purport to assign or transfer any right or obligations to any person without the Museum's prior written consent.

The failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is communicated to the other Party in writing. A waiver of any right or remedy arising from a breach of Agreement shall not constitute a waiver of any right or remedy arising.

Nothing in this Agreement shall be construed as making the Museum and the Film Company partners nor in the position of principal or agents of each other; neither party shall be able to bind the other in any way.

19. Notice of Communications

Except as otherwise expressly provided within the Agreement no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

For the purposes of clause 19, the address of each Party shall be:

- a) For and on behalf of the V&A:
VICTORIA AND ALBERT MUSEUM
CROMWELL ROAD
SOUTH KENSINGTON
LONDON
SW7 2RL

Marked for the attention of Amelia Macgregor
Telephone No: +44 207 942 2502
E-mail: press.office@vam.ac.uk

b) For and on behalf of the Film Company:

Contact Telephone Number:

Either Party may change its address for service by notice given in accordance with this Clause 19.

N WITNESS whereof the V&A and Film Company have caused this Agreement to be signed for and on their behalf by the signatories hereto who have been duly authorised to do so by the V&A and the Film Company respectively.

SIGNED:

For and on behalf of the Board of Trustees of the Victoria and Albert Museum:

Name: Amelia Macgregor

Position: Press Assistant

Signature:

Date:

For and on behalf of

Name (Print)

Position:

Signature:

Date: