



# Small-scale Filming Agreement

## Application – BIRMINGHAM NEW STREET

### APPLICANT DETAILS

Contact name:		Station Ref.: <i>(internal use)</i>	
Company name:		Mobile no:	
Invoice address:		Landline:	
		On day mobile: <i>(if other)</i>	
		E-mail:	

### PRODUCTION SUMMARY

Production title:			
Location(s): <b>See plan (p.2&amp;3) for Designated Filming Areas. No other locations can be considered under the SSFA</b>	<input type="checkbox"/> 1. East Plaza <input type="checkbox"/> 2. Railway Overview <input type="checkbox"/> 3. Eastern Undercroft <input type="checkbox"/> 4. Main Concourse/Atrium <input type="checkbox"/> 5. Southern Undercroft <input type="checkbox"/> 6. Platform 1 (West End)	Shoot date:  Shoot time slot: <b>Please liaise with us first if shoot is over two-hours</b>	<input type="checkbox"/> 10.00-12.00 <input type="checkbox"/> 11.00-13.00 <input type="checkbox"/> 12.00-14.00 <input type="checkbox"/> 13.00-15.00 <input type="checkbox"/> 14.00-16.00 If other: <b>E.g. If evening or weekend/BH</b>

### PRODUCTION DETAILS

Production type: <b>Fee bands are shown in brackets. See <a href="#">table</a> for fees</b>	<input type="checkbox"/> Factual (fee band A) <input type="checkbox"/> Photography (non-Corp) (B) <input type="checkbox"/> Corporate (C)	<input type="checkbox"/> Short film (A) <input type="checkbox"/> Reality (B) <input type="checkbox"/> Viral or Other (C)	<input type="checkbox"/> Charity (A) <input type="checkbox"/> TV Ident (B) <input type="checkbox"/> Student (D)
State type if Other (C):			
Cast and Crew size: <b>Limited to ten persons maximum (inc. spotters)</b>	Cast:	Crew:	
Please tick which of the below equipment will be used: <b>Only one of each item listed below is permitted (except Radio Microphones); no other equipment can be considered. No Lighting, Flash Photography nor Boom Poles are permitted under this agreement</b>			
<input type="checkbox"/> Hand-held camera <input type="checkbox"/> Camera slider (1mtr max) <input type="checkbox"/> Reflector (1.2mtr <sup>2</sup> max; not Silver/Gold/Green/Red)	<input type="checkbox"/> Monopod <input type="checkbox"/> Wireless Monitor	<input type="checkbox"/> Tripod <input type="checkbox"/> Hand-held microphone <input type="checkbox"/> Radio mics & frequency (MHz): _____	<input type="checkbox"/> Steadicam

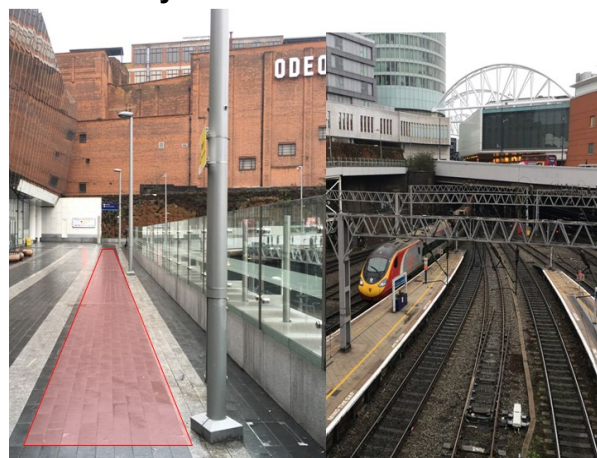
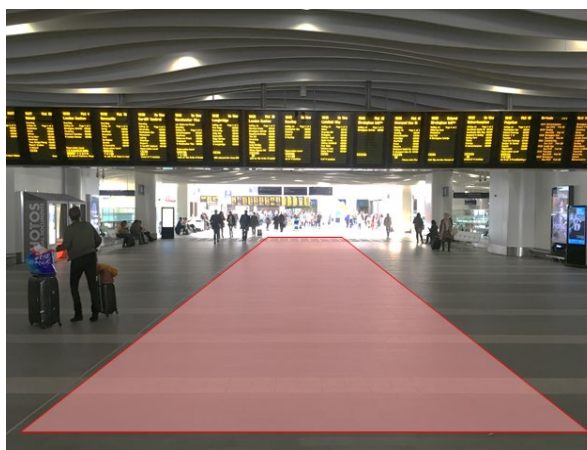
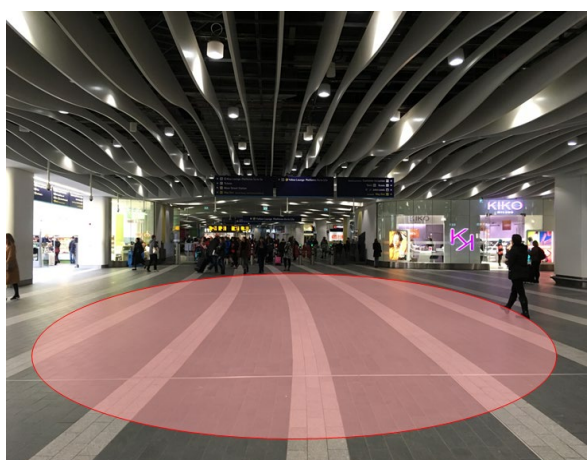
### ACTIVITY DESCRIPTION

Please give a full description with as much detail as you have: <b>Include content of each scene (i.e. action taking place); Details of any potential celebrity/VIPs; Time-lapse; Description of any activities where children may be performing; Any other detail relevant to this application</b>

**LOCATION MAP OF DESIGNATED FILMING AREAS***Only locations listed 1 – 6 are available to film from*

**DESIGNATED FILMING AREAS - DETAIL**

*Only filming positions listed 1 – 6 below are available to film from within the pink areas illustrated*

**1. – East Plaza****2. – Railway Overview****3. – Eastern Undercroft****4. – Main Concourse/Atrium****5. – Southern Undercroft****6. – Platform 1 (West End) (ONLY HERE)**



**RISK ASSESSMENT**

To be completed below. Some common risks associated with your activity have been suggested below, although the necessary controls and mitigations to ensure the safety of all need to be provided by you. **Please ensure you remove the word [Example] if you wish to use the control measure suggested.** Additional or residual risks may still exist and you will still need to assess those in the spaces provided. **Please refer to our [FAQ](#) section for further guidance in completing this section.**

**Important:** Risk assessments need to be suitable and sufficient to meet the requirements of the Management of Health and Safety at Work Regulations 1999. A key to the risk levels has been provided. Ranking risks as low, medium and high is not acceptable. For further guidance on risk assessments, please refer to the [HSE](#) website.

KEY: S = Severity, L = Likelihood, R = Risk. **S+L=R.**

Severity: 1 = Minor injury accident, 2 = Time lost accident, 3 = Single major injury accident, 4 = Single fatality or multiple major injury accident, 5 = Multiple fatality accident

Likelihood: 1 = Highly unlikely to occur, 2 = Unlikely to occur, 3 = Likely to occur, 4 = High likely to occur, 5 = Certain to occur

Risk: 1-3 = Activity may be started or continue. Effort should still be made to ensure that risk is maintained at an acceptable level.

4-6 = Activity may only start if the risk has been reduced to an acceptable level. Where work is already underway effort must be expended within a defined time period to make further improvements to reduce risk to an acceptable level.

7-10 = The risk is not tolerable. Work shall not be started or continued until the risk has been reduced. If it is not possible to reduce the risk even with unlimited resources the activity will be prohibited.

Significant hazard(s)	Person(s) affected & consequences	Existing control measures	Current risk level			Additional control measures required	Final risk level		
			S	L	R		S	L	R

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			S	L	R		S	L	R

Add additional risks on a separate sheet where required

## LOCATION AGREEMENT

### **Filming under this Location Agreement is subject to the following conditions**

Network Rail Infrastructure Limited registered in England No. 2904587, having its registered office at Waterloo General Offices, London, SE1 8SW (stated as "Network Rail") hereby grants the Licensee (stated as "Company name") the right to film footage for the named Production (the "Production title") for the Licence Period (stated as "Shoot date" and "Shoot time slot") within the Designated Filming Areas of **Birmingham New Street Railway Station**, (the "Location") and for the required infrastructure to be placed upon and around the Location (as defined) subject to the terms and conditions set out in this Agreement.

#### **1. Fee and Other Payments**

1.1 The Licensee shall pay Network Rail the following amounts:

- 1.1.1 the fee relative to PRODUCTION TYPE band (see [fee table here](#)) plus VAT, of which the full amount will be non-refundable on submission of this application and on receipt of a valid invoice from Network Rail;
- 1.1.2 the costs incurred by Network Rail that are directly attributable to the filming at the Location on receipt of an itemised invoice and supporting documentation. The costs shall include, without limitation, any amounts that shall be incurred as preparatory work by Network Rail, reinstatement works after the Licence Period and additional services requested by the Licensee; and

1.2 Network Rail may, in its absolute discretion at any point, cancel the filming at the Location in a bona fide emergency or such other circumstance where, in Network Rail's sole opinion, it could be unsafe, or unduly disruptive to the Location, to allow the filming to take place or continue. In such circumstances Network Rail will use reasonable endeavours to offer a new date for filming as soon as possible.

1.3 Notwithstanding paragraphs 1.2 above, where Network Rail cancels filming because of the Licensee's breach of its obligations under this Agreement, including without limitation, its failure to follow the agreed

procedures in its Risk Assessment and Method Statement, Network Rail shall be entitled to retain all or part of the Licence fee and costs reasonably and properly incurred.

- 1.4 Subject to paragraph 19.4, Network Rail's total liability under or in connection with this Agreement howsoever arising (including, without limitation, by breach of contract, tort (including, without limitation, the tort of negligence) or breach of statutory duty) shall be limited to an amount equal to 100% of the Fee in the aggregate.

2. **Location**

The Licensee acknowledges that the public access requirements within the Location will prevent exclusivity to the Location being granted to the Licensee.

3. **Licence Period**

The "**Licence Period**" shall be the licence period set out in the Production Summary together with any extension if required by the Licensee once agreed by Network Rail. **Productions which overrun (film beyond) the stated shoot time slot face an automatic surcharge of £3,000+VAT.**

4. **Copyright**

The Licensee shall own all rights, title and interest including but not limited to copyright and other intellectual property rights in all media throughout the world in all film and other materials produced in making the Production by the Licensee in the Location (the "**Material**") and shall have the right to use (or not to use) the Material in any manner the Licensee shall see fit without restriction including the right to advertise, publicise, distribute, exploit and exhibit the Production with or without the scenes shot at the Location in all media throughout the world, insofar as possible, in perpetuity.

5. **Further Productions**

The Licensee agrees that the Material shall be used solely for the permitted purposes hereunder and acknowledges that the right to incorporate some or all of the Material in any other film or production (with the exception of 'flashbacks' in sequels and prequels) shall require further negotiation between the parties.

6. **Portrayal of the Location**

- 6.1 Subject to any restriction specified in this Agreement, the Licensee may represent and portray the Location under its real name or as any other real or fictional place as the Licensee determines and may interlace or otherwise use the material relating to the Location in conjunction with any other material in connection with the Production.

- 6.2 The Licensee shall further have the right to include scenes photographed and/or recorded at and/or incorporating all or any part of the Location in the final version of the Production either as a sequence on its own or preceded, interlaced or followed by such other scenes as Licensee may require, (including scenes of studio sets representing, for the purposes of the Production, the interior and/or exterior of the Location).

7. **No Requirements to Use**

The Licensee shall not be required to use or exercise any of its rights hereunder or if exercised to incorporate any material shot in the Location in the Production.

8. **Licensee's Equipment and Facilities**

The Licensee shall supply all equipment necessary for shooting the Production at the Licensee's cost unless otherwise expressly agreed in writing as part of the costs. Full details of the equipment and facilities and their location in accordance with the shooting and production schedule shall be provided by the Licensee to, and accepted by, Network Rail in advance.

9. **Risk Assessment and Safety Plan**

The Licensee shall complete prior to filming for acceptance by Network Rail (and thereafter undertakes to maintain and comply with) an up to date and complete risk assessment and method statement and make the same available for inspection to Network Rail throughout the Licence Period.

10. **Safe Working**

10.1 The Licensee shall comply with all statutory requirements including, but not limited to, health and safety, environmental, railway by-laws and other regulations.

10.2 The Licensee shall inform Network Rail prior to commencement of the Licence Period of any aspect of the filming which shall require any particular risk of fire, flood, smoke or any other potential damage, and the Licensee shall obtain a permit to work from Network Rail (the granting of which shall be at Network Rail's absolute discretion). The Licensee shall pay the cost of any reasonable special precautions required to counter such risk.

#### 11. **Protection of the Location**

The Licensee shall not cause any damage, destruction or disturbance to the fabric of the Location and shall leave the Location in a clean and tidy condition.

#### 12. **No Losses**

Network Rail shall not be liable to the Licensee for any consequential or indirect losses including any loss of profits, revenues and/or business or anticipated savings whether or not they were within the contemplation of the parties at the date hereof.

#### 13. **Confidentiality**

The parties shall keep confidential and not disclose to any third party (except to their professional advisers under an obligation of confidentiality) any confidential information, photographs or any other material regarding the Production or the Location whatsoever other than as required by law, a governmental or other regulatory authority (including, without limitation the Department for Transport or the Office of Rail Regulation), by a court or other authority of competent jurisdiction, or as expressly permitted by this Agreement.

#### 14. **Insurance and Indemnity**

14.1 The Licensee shall effect and maintain insurance in a sum not less than **£10,000,000** in respect of any one incident with an insurer or underwriter of repute against all liabilities to third parties (including, for the avoidance of doubt, the Licensee's Representatives) in relation to any damage, arising out of, or in connection with, the Licensee's (or, any of the Licensee's Representatives') negligence, error or breach of its obligations under or in relation to this Agreement whenever arising. Such insurance shall be in place prior to commencement of the Licence Period and the Licensee will produce evidence of this insurance to Network Rail on request.

14.2 Network Rail shall notify the Licensee of any negligence, error or breach as soon as is reasonably practicable after it comes to Network Rail's notice.

14.3 The Licensee will be responsible for and indemnify Network Rail against any personal injury or death and, subject to the limitation of **£10,000,000**, damage to the Location which is caused by or in relation to the Licensee's (or, any of the Licensee's Representatives') negligence, error or breach in connection with this Agreement.

#### 15. **Network Rail's Warranties**

Network Rail warrants and represents that it is entitled to grant the rights and permissions granted to the Licensee and that Network Rail is free to enter into this Agreement. This warranty and any rights granted under this Agreement do not include the right to use any names, marks or rights of any other person (including but not limited to train operators, retailers and sculptures in the Network Rail managed stations).

#### 16. **Ownership of Rights**

Network Rail acknowledges that all rights permissions and releases herein granted to the Licensee shall be deemed to extend to all persons, firms or corporations distributing exploiting or exhibiting the Production and include all the Licensee's employees or other persons at the Location with the Licensee's consent.

#### 17. **Compliance with Instructions and Network Rail Regulations**

The Licensee will and will ensure any person participating in the filming complies with this Agreement, any verbal or written instruction, direction or notice given by the British Transport Police or the station manager, duty station manager, site manager or any other officer of Network Rail acting under the authority of this Agreement.

**18. Interpretation**

- 18.1 This Small-scale Filming Agreement Application forms part of this Agreement and any reference to “**this Agreement**” includes the Small-scale Filming Agreement Application.
- 18.2 “**Licensee’s Representatives**” shall mean the Licensee’s employees, officers, contractors, subcontractors, suppliers, agents and their workmen.

**19. General**

- 19.1 Notwithstanding any other provision of this Agreement, the Licensee shall not be entitled to assign the benefit of this Agreement and all or any other rights granted hereunder to any third party without the prior written consent of Network Rail other than as required by the Licensee in order to exploit and distribute the Production.
- 19.2 The Licensee shall procure that the Licensee’s Representatives shall comply with the Licensee’s obligations under this Agreement and the Licensee shall at all times remain solely responsible to Network Rail for the acts and omissions of the Licensee’s Representatives as if they were the acts or omissions of the Licensee itself.
- 19.3 Network Rail acknowledges that in the event of a breach of this Agreement by the Licensee, any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Production or any products based thereon or any rights therein or derived therefrom would be excessively disruptive and unreasonably damaging to the Production and the Licensee’s and third parties’ interest therein and consequently Network Rail agrees not to apply for or support any such relief (unless such relief is sought to prevent any action by the Licensee which may endanger the safety of the railway or any user of the railway) and accepts that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage incurred by Network Rail as a result of any such breach.
- 19.4 Nothing in this Agreement shall limit or exclude a party’s liability:
- 19.4.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - 19.4.2 for fraud or fraudulent misrepresentation; or
  - 19.4.3 for any other act, omission, or liability which may not be limited or excluded by law.
- 19.5 This Agreement constitutes the entire agreement and understanding of the party and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 19.6 The validity construction and performance of this Agreement (including any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales.
- 19.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any terms of this Agreement.
- 19.8 This Agreement may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument.



**FILMING CONDITIONS*****The following conditions must be adhered to whilst working at the station***

Notwithstanding any other provision of this Agreement, the following station conditions shall be adhered to:

1. Our Lifesaving Rules (printed below).
2. All personnel shall receive a safety brief before filming can take place. All crew (unless agreed otherwise), will need to report to the station reception at least 15mins in advance of their shooting time to sign-in. Crew shall sign out again on completion of filming.
3. All crew must wear high-visibility vests when working within the station environment
4. No activity should be attempted, or equipment used outside what is stated within this Agreement.
5. Camera positions are restricted to the red/pink areas listed in the DESIGNATED FILMING AREAS – DETAIL section of this form (page 3). The station may at its sole discretion, however, permit other areas to be used.
6. At no time shall the Licensee carry out any work unless it has been agreed in advance by the station representative or Network Rail.
7. Under no circumstances should any attempt be made to blank or obscure any safety signs, railway or other signals, or otherwise interfere with equipment provided for safety reasons - offenders can be prosecuted.
8. It is the responsibility of the Licensee to monitor all equipment and bags at all times. Failure to do so which results in the station being closed or partially closed for security reasons or safety concerns or reasons will require the Licensee to meet all associated costs.
9. Before calling 'action', the Licensee (director or cameraman) shall ensure that any intended activity does not affect the safety of the public, train crew, railway staff, customers or any other persons or their possessions.
10. Access shall be maintained at all times for customers and staff to and from public areas and offices, unless previously agreed by Network Rail. Emergency exits and escape routes shall not be obstructed under any circumstances.
11. There is to be no control of, or stopping of escalators or lifts.
12. Network Rail retain the right to ask a crew to cease activity immediately and to leave the premises if any of the above points are not adhered to or if activity is over and above that stated on the risk assessment.
13. Permission shall be gained (in writing) from the relevant third party (including, but not limited to, any train operator) prior to filming or photographing any third party branding, premises or other property. A copy of this shall be forwarded to us with the completed application.
14. Any additional conditions stated within the Method of Work Acceptance, Letter of Authority and Contractor's Safety Briefing if and where issued.
15. Any persons found to be either i) acting under the influence, or suspected to be acting under the influence of drugs or alcohol; or ii) working, or considered to be working, unsafely; will immediately be requested to leave the station premises. In such cases, filming permission will be immediately rescinded, and no refund offered.
16. Parking will not be provided as part of agreement.



# Our Lifesaving Rules

Safe behaviour is a requirement of working for Network Rail.  
These Rules are in place to keep us safe and must never be broken.  
We will all personally intervene if we feel a situation or behaviour might be unsafe.

## Working responsibly



Always be sure the required plans and permits are in place, before you start a job or go on or near the line.



Always use equipment that is fit for its intended purpose.



Never undertake any job unless you have been trained and assessed as competent.



Never work or drive while under the influence of drugs or alcohol.

## Working with electricity



Always test before applying earths or straps.



Never assume equipment is isolated – always test before touch.

## Driving



Never use a hand-held or hands-free phone, or programme any other mobile device, while driving.



Always obey the speed limit and wear a seat belt.

## Working at height



Always use a safety harness when working at height, unless other protection is in place.

## Working with moving equipment



Never enter the agreed exclusion zone, unless directed to by the person in charge.

We will always comply with our Lifesaving Rules

For more information about our Lifesaving Rules go to [safety.networkrail.co.uk/LSR](https://safety.networkrail.co.uk/LSR)



everyone  
home safe  
every day

**DECLARATION**

***This form must be fully completed and signed by the location manager in charge of filming or a responsible person from the below mentioned company to accept the associated liabilities on its behalf***

- In consideration of Network Rail authorising us to operate filming-related equipment, we the undersigned hereby agree to indemnify and save harmless Network Rail, their servants and agents from and against all actions in law or in equity, damages statutory or common law losses, costs charges and expenses arising in any manner whatsoever out of the transportation, erection, dismantling and or use of the above-mentioned filming-related equipment and associated activities, whether by means of defect (latent or otherwise) in the said filming-related equipment or otherwise pursuant to the authorised use of the filming-related equipment as aforesaid, save to the extent that such actions, claims and/or proceedings arise from the negligent act or omission of Network Rail, its servants and agents.
- I confirm that the below mentioned company will indemnify Network Rail, its servants and agents against any claims or proceedings arising directly in respect of any injury to persons or damage to property as a result of the below mentioned company's agreed activities and other related activities which take place on Network Rail property, save to the extent that such actions, claims and/or proceedings arise from the negligent act or omission of Network Rail, its servants and agents.
- I confirm that whilst operating in Network Rail the below mentioned company will have public liability insurance with a minimum indemnity to the sum of £10,000,000 in respect of any one accident or series of accidents arising out of their activities.
- I confirm that the below mentioned company's insurers have been informed of all activities described in this application, and that a risk assessment has been carried out.
- I confirm that both the "Location Agreement" and "[safety guidance](#)" will be adhered to at all times and any deviation will result in this Agreement's termination.

APPLICANT		COMMERCIAL FILMING TEAM	
Print Name:		Print Name:	
Date:		Date:	
Signature: (can be typed)		Authorising Signature:	
Station Representative Comments:			