



# Small-scale Filming Agreement (SSFA) Application – LONDON KING'S CROSS

## APPLICANT DETAILS

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

## PRODUCTION SUMMARY

Production title:			
Designated filming area(s): <i>See plan (p.2&amp;3). No other locations can be considered under this SSFA</i>	<input type="checkbox"/> 1. King's Cross Square <input type="checkbox"/> 2. Platform 8 <input type="checkbox"/> 3. Main Entrance <input type="checkbox"/> 4. Western Concourse <input type="checkbox"/> 5. Mezzanine <input type="checkbox"/> 6. Overbridge	Shoot date:	
		Shoot time slot: <i>Please liaise with us first if shoot is over two-hours</i>	<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: <i>E.g. If evening or weekend/BH</i> _____

## PRODUCTION DETAILS

Production type: <i>Fee bands are shown in brackets. See table for fees</i>	<input type="checkbox"/> Factual ( <i>fee band A</i> ) <input type="checkbox"/> Photography (non-Corp) ( <i>B</i> ) <input type="checkbox"/> Corporate ( <i>C</i> )	<input type="checkbox"/> Short film ( <i>A</i> ) <input type="checkbox"/> Reality ( <i>B</i> ) <input type="checkbox"/> Viral or Other ( <i>C</i> )	<input type="checkbox"/> Charity ( <i>A</i> ) <input type="checkbox"/> TV Ident ( <i>B</i> ) <input type="checkbox"/> Student ( <i>D</i> )
State type if Other ( <i>C</i> ):			
Cast and Crew size: <i>Limited to ten persons maximum (inc. spotters)</i>	Cast:	Crew:	
Please tick which of the below equipment will be used: <i>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</i>			
<input type="checkbox"/> Hand-held camera <input type="checkbox"/> Camera slider ( <i>1mtr max</i> ) <input type="checkbox"/> Reflector ( <i>1.2mtr<sup>2</sup> max; not Silver/Gold/Green/Red</i> )	<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: <i>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</i>

## LOCATION MAP OF DESIGNATED FILMING AREAS

*Only locations denoted on this map are available to film from*



## DESIGNATED FILMING AREAS - DETAIL

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

**1. – King's Cross Square**



**2. – Platform 8**



**3. – Main Entrance**



**4. – Western Concourse**



**5. – Mezzanine**



**6. – Overbridge**





**RISK ASSESSMENT – READ FIRST**

Please use the form on the following page to complete your risk assessment. It needs to be specific to the location and your activity, so keep this in mind when considering control measures and calculating the risk score.

If you haven't shot with us before be aware that we have [house rules](#) (DOs and DONTs) which will apply depending on where you are and what you intending doing. We'd strongly recommend you read our [safety page](#) before making a start as it contains all the house rules and you can see which apply to you.

To start you off, we've identified some of the more common hazards filmmakers encounter when shooting on our property. We've also suggested some control measures which satisfy the specific house rule(s). You'll still need to think about the risk level and score them in line with the Risk Matrix as this will vary.

**TOP TIP:** As the risk assessment needs to be specific, it helps to really be clear. This can be as simple as telling us what you're not doing. For example, if you're only using a camera and tripod, make sure you add "no other equipment will be used". If you're unsure of what to do feel free to contact us for further guidance.

**Important:** Risk assessments need to be completed by a competent person and be suitable and sufficient to meet the requirements of the Management of Health and Safety at Work Regulations 1999. For further guidance on completing risk assessments, please refer to the [HSE](#) website.

**RISK MATRIX**

		Severity				
		Minor Injury accident	Time lost accident	Single major injury accident	Single fatality or multiple major injury accident	Multiple fatality accident
Likelihood		1	2	3	4	5
Highly unlikely	1	1	2	3	4	5
Unlikely to occur	2	2	4	6	8	10
Likely to occur	3	3	6	9	12	15
Highly likely to occur	4	4	8	12	16	20
Certain to occur	5	5	10	15	20	25

**RISK SCORING - Severity X Likelihood = Risk**

1 – 4	Activity can take place, but risks must be kept to an acceptable level (risk score of 4 or less).
5 – 16	The risk is not tolerable/within scope of this Small-scale Filming Agreement. You will either need to reduce the risk of your activity or reapply using a standard <a href="#">Filming Proposal</a> .
20 – 25	The risk is not tolerable.

**EXAMPLE**

Significant hazard(s)	Person(s) affected	Control measures	Risk level		
			S	L	R
Slips and trips.	Film crew Public Railway staff	All filming equipment kept in designated areas; cables kept tidy and not run over floors; visual inspection of area conducted; area cleared before use; good housekeeping; legs to be kept fully covered (no shorts) and sturdy shoes worn; ongoing checks of areas; reporting of any spillages to station staff.	3	1	3

Significant hazard(s)	Person(s) affected	Control measures	Risk level		
			S	L	R
Security – theft, bomb alerts, evacuation of station.	Film crew Public Railway staff	All crew to watch and complete the filming safety brief before the shoot. All crew to undertake station brief and sign in. Follow station instructions immediately in an emergency.	1	1	1
Fire (burns, smoke inhalation).	Film crew Public Railway staff	No smoking/vaping policy in place at all stations. Stations all have fire prevention and protection systems in place (maintained and tested regularly). All equipment must be PAT tested.	1	1	1
Lack of on-site supervision.	Film crew Public Railway staff	A location manager or more senior person must supervise all on site activities and liaise with station staff on safety and security.	1	2	2
Overcrowding of designated filming area.	Film crew Public Railway staff	Cease filming activity until congestion has ceased.	1	2	2
Collisions with personnel and/or equipment.	Film crew Public Railway staff	All crew to wear high-visibility vests; equipment and personnel to be kept within designated filming area.	1	1	1
Collisions when operating hand-held camera.	Film crew Public Railway staff	Camera operator to be chaperoned by one or more 'spotters' during use.	1	1	1
Security of items and equipment if left unattended.	Film crew Public Railway staff	All equipment whether in use or not to be secured and attended to at all times.	1	1	1
Fall from platform edge/collision with train.	Film crew Public Railway staff	Keep crew and equipment away from members of the public and station staff. Warn the public when filming is to be undertaken to ensure they are not distracted. <b>No work will be undertaken except in Designated Filming Areas. All activity must remain 1.5metres from platform edge(s) and 3metres from all overhead line equipment.</b>	4	1	4
Objects falling from height.	Film crew Public Railway staff	Equipment (inclusive of lenses) will not overhang edges, walls, or railings, be in good condition and assembled correctly away from the edge.	3	1	3

Add additional risks on a separate sheet where required.

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

**THIS LOCATION AGREEMENT ("Licence")** is dated as per the Declaration section of this agreement.

**PARTIES:**

- (1) The Applicant with its registered office as per the Applicant Details section (the "**Licensee**"); and
- (2) Network Rail Infrastructure Limited, Waterloo General Office, London SE1 8SW ("**Network Rail**").

**AGREED TERMS:**

<b>Location</b>	<b>London King's Cross railway station</b>
<b>Production</b>	The production provisionally entitled as per the Production Summary, including all material filmed, recorded or produced in connection with the production (the " <b>Production</b> ").
<b>Licence Period</b>	As per Shoot Date (the " <b>Filming Day(s)</b> ") and Shoot Time Slot (the " <b>Filming Times</b> "), (together the " <b>Licence Period</b> ").
<b>Licence Fee</b>	As per Production Type plus VAT (the " <b>Fee</b> ").
<b>Cancellation Fee</b>	Details set out in the Declaration section.
<b>Overrun Fee</b>	Details set out in the Declaration section.

**1. Grant of Licence**

Network Rail hereby grants the Licensee the right to film footage for the Production during the Licence Period at the Location, which term shall include the Location's name, logo, trademark, services mark and/or slogan as depicted about the Location, all interior areas (if applicable) and structures that can be viewed from the permissible area, real and personal property, displays and signs located on and/or about the Location, Network Rail's name, logo, trademark, services mark and/or slogan as depicted about the Location (and any other identifying features of the Location) and for the required infrastructure to be placed upon and around the Location (defined as Designated Filming Areas) subject to the terms and conditions set out in this Licence. The rights granted under this Licence are limited to those rights which Network Rail owns. The Licensee should seek any necessary consents in respect of any third-party name, logo, trademark, services mark and/or slogan as depicted about the Location.

**2. Fee and Other Payments**

2.1 The Licensee shall pay Network Rail the following amounts:

- 2.1.1 the Licence Fee prior to the commencement of filming, on receipt of a valid invoice from Network Rail;
- 2.1.2 Subject to paragraph 2.1.3 below, the actual and verifiable costs (if any) 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 on account of Restorations (as defined in Clause 13 below) and additional services requested by the Licensee;
- 2.1.3 the Cancellation Fee on receipt of a valid invoice from Network Rail in the event that the filming is cancelled by the Licensee; and
- 2.1.4 the Production Overrun Fee if filming overruns the Licence Period on receipt of a valid invoice from Network Rail.

2.2 Network Rail may, in its discretion, cancel the filming at the Location in a bona fide emergency or such other circumstance where, in Network Rail's reasonable opinion, it is unsafe or unduly disruptive to the Location, to allow the filming to take place or continue. In such circumstances Network Rail (i)

shall notify Licensee; and (ii) will use reasonable endeavours to offer a new date for filming as soon as possible.

- 2.3 In the event filming is cancelled by Network Rail pursuant to paragraph 2.2 and Network Rail is unable to offer a new date, Network Rail will refund the Licence Fee (or a pro-rata proportion of the Licence Fee if filming has already commenced), to the Licensee minus actual and verifiable costs for work already undertaken.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3 above, where Network Rail cancels filming because of the Licensee's breach of its obligations under this Licence (which, to the extent capable of remedy, have not been remedied on reasonable notice of the same), including without limitation, its failure to follow the agreed procedures in its final accepted Risk Assessment and Method Statement, Network Rail shall be entitled to retain all or part of the Licence Fee and actual and verifiable costs reasonably and properly incurred.

### 3. Location

The Licensee acknowledges that the public access requirements within the Location will prevent exclusivity to the Location being granted to the Licensee, unless otherwise agreed with Network Rail in writing.

### 4. Copyright

The Licensee shall be the sole and exclusive owner of all rights, titles and interests 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, subject to the restrictions of Clause 5 and Clause 6, shall have the perpetual and irrevocable right to (and to licence others to) use (or not to use) and re-use the Material in and in connection with the Production (including (for the purposes of flashbacks and flashforwards only) any sequel, prequel, remake, returning series, or similar and also including any third party clip, series or feature) in any manner or means the Licensee shall see fit without restriction and any subsidiary or ancillary rights including the right to market, advertise, publicise, distribute, exploit and exhibit the Production and the exhibitor's products and/or services with or without the scenes shot at the Location and the right to use the Material in merchandise, sound recordings, commercial/promotional tie-ins and partnership marketing campaigns in all media now known or hereafter devised in all media throughout the universe, for the full period of copyright and of all other rights in the Material, including all extensions, revivals and renewals of such rights and thereafter, insofar as possible, in perpetuity. In the event of any termination or expiration of this Licence, all rights in the Material shall remain vested in the Licensee.

### 5. AI and Scanning

- 5.1 Licensee confirms that it shall not upload footage of the Location to any third party site, platform and/or application for the purpose of using generative AI to generate derivative outputs and whereby, as a result of such upload, the Licensee grants the third party site and/or platform a right to exploit and/or make use of the Material for their own separate purposes unrelated to the production, distribution, exhibition, advertising or exploitation of the Production and/or this Agreement, without Network Rail's prior written consent, such consent not to be unreasonably withheld or delayed. It is acknowledged and agreed by the parties that the use of AI-powered enhancement tools and features integrated into software for the purposes of automating, simplifying or enhancing various aspects of the post-production process (for the purposes of the Production only) and/or for any other matter related to the production, distribution, exhibition, advertising or exploitation of the Production shall not be considered a breach of this clause.
- 5.2 Licensee shall not be permitted to carry out scans for the purposes of creating a digital replica of the Location without the express prior written agreement of Network Rail, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, however, this clause does not apply

to scans, reproduction, replication and/or duplication of the Location for VFX purposes and which are necessary for Licensee to carry out post-production work in connection with the Production.

## **6. Further Productions**

The Licensee agrees that the Material (which for the purposes of this clause shall include the Digital Replica where consent has been given under Clause 5) 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 production (with the exception of any sequel, prequel, remake, returning series or similar (for the purposes of flashbacks and flashforwards only), or any 'making of' or 'behind the scenes' type programme) shall require further negotiation between the parties. For the avoidance of doubt, nothing shall prohibit the Licensee from licensing a third party the right to use and/or feature the Production as the Production (which may or may not include scenes derived from the Material) in whole or in part.

## **7. Portrayal of the Location**

7.1 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.

7.2 The Licensee shall further have the right (but no obligation) 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 and using any SFX, VFX, simulation or otherwise subject always to the restrictions of Clause 5 and Clause 6.

7.3 The Licensee shall comply with Network Rail's Requirements as set out in Schedule Three of this Licence.

## **8. 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 at the Location in the Production.

## **9. Subject Matter of the Production**

Network Rail acknowledges that it has been informed of the subject matter of the Production and the scenes to be filmed at the Location. So long as there is no material deviation from such portrayal, Network Rail shall make no claim in respect of the screenplay or the contents thereof in the Production (including without limitation the inclusion of the Location therein).

## **10. 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.

## **11. Risk Assessment and Method Statement**

The Licensee shall submit 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.

## **12. Safe Working**



- 12.1 The Licensee shall comply with all statutory requirements including, but not limited to, health and safety, environmental, railway bye-laws and other regulations.
- 12.2 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.

### **13. Protection of the Location**

- 13.1 The Licensee shall not cause any damage, alterations, additions, destruction or disturbance to the fabric of the Location and shall leave the Location in a clean and tidy condition (reasonable wear and tear excepted).
- 13.2 Network Rail shall have a period of 14 days after the Licence Period to provide the Licensee with a detailed list of any damage, alterations, additions, destruction or disturbance which it reasonably believes were caused directly or indirectly by the Licensee or its personnel in breach of clause 13.1 ("Damage") along with details of any restorations, cleaning, clearing or repairs to the Location or Network Rail's equipment, contents or fittings that may be required as a result of said Damage ("Restorations"). Unless the foregoing timely list of any such damage is provided to the Licensee, the Licensee shall be deemed to have fully vacated the Location and the Licensee (together with its successors and assigns) shall be released from any property damage claim and property damage liabilities arising from the Licensee's use of the Location.
- 13.3 The Licensee shall be given opportunity to inspect and assess any purported Damage and if it is the case that the Licensee is responsible then, subject to Clause 13.4, it shall promptly carry out any Restorations in close consultation with representatives of Network Rail.
- 13.4 Notwithstanding Clause 13.3 but subject always to a reasonable opportunity to inspect and assess any Damage, Network Rail shall be entitled (in its sole discretion) to choose to carry out any Restorations itself (and to seek reimbursement from Licensee for the reasonable and verifiable cost of such) and may also require that any relevant third-party invoices pertaining to the cost of carrying out such Restorations be paid directly by the Licensee.

### **14. Traffic Management**

If agreed in advance with Network Rail, the Licensee may be permitted to bring vehicles into the Location belonging to the Licensee or their sub contractors or suppliers provided always that the Licensee shall comply with the specification set out in Schedule One (or the final accepted Risk Assessment and Method Statement, if later).

### **15. Liability**

- 15.1 Subject to paragraph 15.4, Network Rail's total liability under or in connection with this Licence 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 Licence Fee in the aggregate.
- 15.2 Neither party shall be liable to the other 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. For the avoidance of doubt the Licensee accepts that the verifiable costs of compensating train operating companies for delay and disruption caused by the act or default of the Licensee are direct and foreseeable losses to Network Rail, save to the extent caused by the negligence, wilful misconduct or omission by Network Rail.

15.3 Where the Production is broadcast and depicts or mentions a suicide or attempted suicide in breach of the relevant requirements set out at Schedule Three, Network Rail shall have the right to claim liquidated damages of £75,000 as an alternative to seeking injunctive relief, as compensation for the likely financial impact of such broadcast on the occurrences of suicide or attempted suicide on the railway, including the requirement to pay compensation to train operators for cancellations and delays to their services. The parties agree that this is a reasonable pre-estimate of loss to Network Rail arising from such breach. Network Rail confirms that, as at the date of this Agreement and based on the information received to date from the Licensee, no such storyline is portrayed nor contemplated for Licensee's use of the Location within the Production. On the basis that the Licensee does not materially deviate from such portrayal, there will be no breach of this clause.

15.4 Nothing in this Licence shall limit or exclude a party's liability:

- 15.4.1 for death or personal injury caused by its negligence or that of its employees, agents or sub-contractors;
- 15.4.2 for fraud or fraudulent misrepresentation; or
- 15.4.3 for any other act, omission or liability which may not be limited or excluded by law.

## 16. 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 (including without limitation, the premise and concept of the Production) or the Location ("Confidential Information") 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 and both parties agree to use reasonable endeavours to ensure that any of their respective members of staff comply with the same.

## 17. Freedom of Information

17.1 The Licensee acknowledges that:

- 17.1.1 Network Rail may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively the "Information Acts") to disclose any Confidential Information; and
- 17.1.2 notwithstanding any other provision in this Licence, Network Rail shall be responsible for determining in its absolute discretion whether any Confidential Information is exempt from disclosure in accordance with the Information Acts. To the extent it is legally allowed to do so, Network Rail will give the Licensee as much notice of any such disclosure as possible.

The Licensee shall provide all necessary assistance and cooperation as reasonably requested by Network Rail to enable it to comply with its obligations under the Information Acts.

## 18. Indemnities and Insurance

18.1 The Licensee shall effect and maintain public liability 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 or error. Such insurance shall be in place prior to commencement of the Licence Period and the Licensee will produce a certificate as evidence of this insurance to Network Rail on request.

18.2 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.

18.3 Except to the extent that any loss arises as a result of: (a) matters constituting a breach or non-performance by Network Rail of this Licence; or (b) negligence or wilful misconduct on Network Rail's part; 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 the Licensee's (or any of the Licensee's Representatives') negligence, error or breach in connection with this Licence, but not including any loss or cost or damage relating to any settlement entered into without the Licensee's written consent.

## 19. 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 Licence and that necessary third parties' consents have been obtained, save as expressly set out in Clause 1 of this Licence. This warranty and any rights granted under this Licence do not include the right to use any names, marks or rights of any third party (including but not limited to train operators, retailers and sculptures in the Network Rail managed stations). For the avoidance of doubt, the Licensee shall not be required to seek the consent, permission and/or make any payment to any other person, entity or corporation to enjoy the rights granted by Network Rail herein, save as aforesaid.

## 20. Licensee's Warranties

The Licensee warrants and represents that:

20.1 it has the right to enter into and perform this Licence;

20.2 the Material being filmed at the Location will not be used out of the context represented to Network Rail and will not contravene any law or regulation or duty at common law and that nothing in the Production is obscene, libellous, blasphemous or defamatory of Network Rail or the Location or of a nature which will or may bring into disrepute Network Rail or the Location or in any way infringes any right whatsoever of Network Rail;

20.3 it has obtained or will obtain, the consent or approval of all relevant third parties for the use of any third party copyright or intellectual property rights or any other rights (i) in or to the Material; (ii) on or at the Location (for the avoidance of doubt, the Licensee acknowledges and agrees that Network Rail may not be the owner of all intellectual property rights in contents or items present at the Location (including artistic works)); and

20.4 it has in place all required licences and clearances in respect of all material it intends to use in the Material.

## 21. 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 financing, distributing exploiting or exhibiting the Production and include all the Licensee's employees or other persons at the Location with the Licensee's consent.

## 22. Compliance with Instructions and Network Rail Regulations

The Licensee will and will ensure any person participating in the filming complies with 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 Licence.

## 23. Force Majeure

If because of an Event of Force Majeure the Licensee is unable to start work at the beginning of the Licence Period and/or work in progress is interrupted during the Licensee's use of the Location, then the Licensee shall have the right to use the Location at a later date to be mutually agreed upon without payment of additional location fees to Network Rail. "**Event of Force Majeure**" shall mean any circumstance beyond the control of the parties, including but not limited to fire, flood, casualty, accident, riot or war, act of god, disease, epidemic, pandemic (including in each case variations, mutations, and subsequent outbreaks of the same) strike, lock out, labour condition or any law, order, rule, regulation, direction, action or omission of any relevant government, court or of any competent public, national or international authority.

## 24. Interpretation

- 24.1 Schedule Three forms part of this Licence and any reference to "this Licence" includes the Schedule Three.
- 24.2 "Licensee's Representatives" shall mean the Licensee's employees, officers, contractors, subcontractors, suppliers, agents and their workers.
- 24.3 Any approvals given by Network Rail must be in writing (email shall suffice).
- 24.4 Unless otherwise agreed between the parties in writing, filming must take place as per the final Filming Proposal agreed with Network Rail during the Licence Period.
- 24.5 Notwithstanding any other provision of this Licence, the Licensee shall not be entitled to assign the occupational benefit of this Licence 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 finance, advertise, promote, exhibit, exploit and distribute the Production and/or to license third parties the right to use and/or feature any part of the Production as the Production (which may or may not include the Location).
- 24.6 The Licensee shall procure that the Licensee's Representatives shall comply with the Licensee's obligations under this Licence 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.
- 24.7 Network Rail acknowledges that in the event of a breach of any of the terms within this Licence by the Licensee and/or any claim hereunder, any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Production any Materials 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 (for the avoidance of doubt, Network Rail may cancel, delay or terminate filming of the Production at the Location, to prevent any action by the Licensee which endangers the safety of the railway or any user of the railway or where the Production depicts or mentions a suicide or attempted suicide on 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.
- 24.8 This Licence and any documents referred to within it, combined with Schedule Three annexed hereto, constitute the entire agreement and understanding of the party and supersedes any previous agreement between the parties relating to the subject matter of this Licence.
- 24.9 The validity construction and performance of this Licence (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 and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

24.10 A person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any terms of this Licence.

24.11 This Licence 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.

24.12 Signatures may be electronic or handwritten, both of which being of equal effect whether kept in electronic or paper form.

### **Schedule Three – Network Rail’s Requirements**

#### *Content, storylines and themes*

Without the prior approval in writing of Network Rail, productions which feature the following stories or themes (and which are specifically in the rail environment) are prohibited :

- Acts, attempts, mentions or suggestion of suicide in the rail environment.
- Negative commentary or depictions of Network Rail.
- Acts of terrorism (inclusive of cyberattacks).
- Anti-social behaviour towards staff or customers.
- Fare evasion.
- Security circumvention.
- Train delays or cancellations.
- Trespass onto railway areas ordinarily prohibited, such as depots, tracks, etc.



**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)



## 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.
- In consideration of the costs and preparatory work that Network Rail shall undertake for the shoot/event, **in the event that this filming or photography request is cancelled or withdrawn** with:
  - (i) more than five working days' written notice, 50 % of the associated fee will be payable by Applicant (see fee table here) plus VAT, plus any agreed costs incurred by Network Rail (together, the "Fee"); or
  - (ii) five working days' written notice or less, 100 % of the Fee will be payable by Applicant.
- Without prejudice to Network Rail's ability to withhold consent to any extension of the Licence Period, in the event that filming or photography overruns (i.e. takes place outside of the Filming Times or the Filming Days), the Licensee will be charged a surcharge up to a maximum amount of £5,000 plus time and a half of the agreed hourly filming fee (as detailed [here](#)).

APPLICANT		COMMERCIAL FILMING TEAM	
Print Name:		Print Name:	
Authorised Signatory: <i>Can be typed</i>		Authorised Signatory:	
Date:		Date:	

Station Representative Comments: