

TV/Photo Shoot Location Agreement

Dear _____

Filming / Recording at Glasgow Science Centre on _____ ("the Period")

_____ ("the Production Company")

_____ ("the Production")

This letter constitutes the agreement of Glasgow Science Centre (Trading) Limited ("GSCT") to the Production Company to carry out the filming or recording for The Production during the Period subject to your agreement to all of the following conditions:

1. GSCT grants the Production Company and any other persons authorised by it the right during the Period to enter those parts of the premises and sites occupied by GSCT and its associated companies and specified on the attached plans ("The Location") during the Period for the sole purpose of recording material for the Production. GSCT agrees that the Production Company may return to the Location on a mutually agreed later date if it is unable to complete recording during the Period.
2. The Production Company may extend the Location to include other areas of the premises by obtaining the express agreement of the Commercial & Finance Director or the Chief Executive (or such other person as they may appoint).
3. All rights in the films, photographs and recordings made and/or taken by the Production Company at the Location shall vest in the Production Company and the Production Company shall be entitled to assign, license and/or exploit the same by all means and in all media for the full period of copyright including all extensions and renewals thereof and thereafter (insofar as is possible) in perpetuity throughout the world as the Production Company may in its absolute discretion elect. The Production Company shall have no obligation to GSCT to include any or all of such films, photographs, recordings or transmissions in any films or programme or other material or to exploit the same or any film or programme in which the same are included. The Production Company shall be entitled to refer to the Location either by its true or by a fictional name or place according to the requirements of the Programme.
4. The Production Company warrants that none of the material in the finished programme shall contain any comments, express or implied, which portray the activities of GSCT or its associated companies in any negative way. The Production Company shall also seek approval from GSCT before including any material which it reasonably believes may portray any of GSCT's stakeholders, sponsors or funders in a negative way.
5. The Production Company accepts that the Location is a public building and undertakes to comply with all legal requirements relating to the privacy of individuals.
6. The Production Company shall indemnify GSCT up to a maximum of £1,000,000 (one million pounds) against any proven liability arising under statute or common law relating to the Production Company's presence at the Location in respect of personal injury and/or death of any persons and/or loss or damage to the Location caused by negligence, omission or default by the Production Company or any person for whom the Production Company are legally responsible provided that GSCT shall not settle any such claim without obtaining the Production Company's prior written consent thereto and furthermore that GSCT shall promptly notify the Production Company of any such claim as soon as it comes to its attention and the Production Company hereby acknowledge that the Production Company shall assume sole control of any proceedings relating to such. Neither party shall sign this agreement until GSCT has been provided with a copy of the Production Company's relevant insurance documents. The Production Company will at all times be responsible for ensuring that its activities during the shoot comply with all relevant Health and Safety regulation and best practice.
7. The Production Company agrees that, prior to signing this agreement it has outlined in full all aspects of the shoot which may restrict or interfere with the activities of GSCT and its associated companies. Should any additional issues arise during the shoot, the Production Company agrees to notify GSCT as soon as possible. The Production Company shall not without GSCT prior consent (not to be unreasonably withheld or delayed) make any structural or decorative alterations which the Production Company require to be made to the Location. Unless otherwise agreed by GSCT, the Production Company shall at GSCT's request properly reinstate any part of the Location to the condition they were in prior to any alterations.
8. The parties agree that GSCT may carry out such marketing and publicity activities as it thinks appropriate relating to the event. GSCT agrees that it will not, at any point in this activity, disclose any details which it reasonably believes may be confidential or sensitive without the prior consent of the Production Company. GSCT fully consents to The Production Company or its commissioning broadcaster carrying out its own promotional activities provided that the activities do not in any way present a negative image of GSCT and, where possible, GSCT is notified in advance.
9. Subject to express agreement to the contrary, The Production Company undertakes to provide a credit to GSCT during the closing credits of the Production and during the narrative of the Production.
10. As consideration of the above, the Production Company shall pay GSCT a location fee of £.....+ VAT at the current rate. The parties agree that this fee may be subject to a mutually agreed variation where the extent or length of the shoot or disruption to GSCT's activities is greater than that envisaged by the parties on date of signing.

_____ For and on behalf of the Production Company.

_____ For and on behalf of Glasgow Science Centre (Trading) Limited.