

# Southampton Film Permit - Application

## Section 1 - Contact Details

Name:
Name of Organisation / Company:
Position:
Address:
Email:
Tel:
Mobile:

## Section 2 - Location Details

Location A	Dates & Times
Location B	Dates & Times
Location C	Dates & Times

Do you require a location base?	Yes	No
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*If yes, please give details:*

## Section 3 - Filming Details

Description of Film / Project:

Size of crew:		No. of vehicles:	
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Will the filming involve any of the following:			
Animals	<input type="checkbox"/>	Driving Sequences	<input type="checkbox"/>
Bikes/vehicles	<input type="checkbox"/>	Fire Effects	<input type="checkbox"/>
Camera Crane	<input type="checkbox"/>	Firearms/Guns	<input type="checkbox"/>
Camera Track	<input type="checkbox"/>	Generators	<input type="checkbox"/>
Crowd Control/Security	<input type="checkbox"/>	Honey Wagons	<input type="checkbox"/>
Catering Facilities	<input type="checkbox"/>	Lighting Towers	<input type="checkbox"/>
Cherry Pickers	<input type="checkbox"/>	Low Loaders	<input type="checkbox"/>
Children	<input type="checkbox"/>	Playback/Music	<input type="checkbox"/>
Actors dressed as Emergency Services	<input type="checkbox"/>	Reconstruction of Emergency/Crime	<input type="checkbox"/>
	<input type="checkbox"/>	Road Closures	<input type="checkbox"/>
	<input type="checkbox"/>	Scaffolding	<input type="checkbox"/>
	<input type="checkbox"/>	Special Effects	<input type="checkbox"/>
	<input type="checkbox"/>	Street Dressings	<input type="checkbox"/>
	<input type="checkbox"/>	Stunts	<input type="checkbox"/>
	<input type="checkbox"/>	Traffic Control	<input type="checkbox"/>
	<input type="checkbox"/>	Wet Downs	<input type="checkbox"/>
	<input type="checkbox"/>	Wind Machine	<input type="checkbox"/>
	<input type="checkbox"/>	Other	<input type="checkbox"/>

If you have ticked any of the boxes, please provide details on a separate sheet, please give details and use separate sheets if necessary:

It is important that you supply the following information at the time of the application as if it is not included it may delay the process. I have included:

Copy of valid Public Liability Insurance	Yes	No
Risk Assessment	Yes	No

If you ticked no, please indicate when this information will be received?

Please supply any other information which may be useful when assessing this application and use separate sheets if necessary:

### Section 4 - Declaration

I confirm that I am over 18 years of age and agree to be bound by the filming permit terms and conditions which I have received, read and understood.  
I also agree to indemnify Southampton City Council against any Third Party claims arising from the filming as detailed in this application.

Print name:

Position in Company / Organisation:

Signature (If not submitting on line):

### Data Protection

Any information you provide on this form will be held by Southampton City Council in accordance the Data Protection Act 1998. The Council's nominated representative for the purposes of the Act is Richard Ivory, Head of Legal and Democratic Services. The information you provide will be used for Southampton City Council only and will be shared with the members of Southampton's Events Safety Advisory Group to consider your application. Your information will not be shared with any other third parties unless we are required to do so under a legal duty. If you have any questions relating to the use of your information, please contact the Event Management on email [events@southampton.gov.uk](mailto:events@southampton.gov.uk). On request, some of the information you provide, may be disclosed under the provisions of the Freedom of Information Act 2000.



# Filming in Southampton



## Filming in Southampton

General terms and conditions

# Filming in Southampton - Terms and Conditions

## Definitions

**The Council:** Southampton City Council

**Visitor Information and Event Management:** The council departments responsible for processing and Granting permission for filming in Southampton (Civic Centre, Southampton, SO14 7LP)

**Council Representative:** a person or persons either appointed by the Visitor Information or Event Management Department to oversee the film request or a person or persons carrying out a statutory function. **The Company:** the organisation or person authorised to carry out filming on council land, premises or highways.

**Agreement:** written authority from the council to use council land or premises for the purposes to film. **Location Site:** The agreed venue or premises to be used for filming.

**Filming:** The agreed production, storyline and script submitted by the Company.

## Agreement -Terms and conditions

1. The Council in consideration of any payments and indemnities agreed will allow and permit the Company access to the agreed location site for the purposes of the production and filming for the agreed number of days, dates and times.
2. The Council in its absolute discretion may allow and permit the substitution of such alternative and additional days and times as requested by the Company, should for any reason the filming not proceed on the dates set out in the agreement. This is provided that a written request for alternative or additional days is not less than three working days prior to any date specified in the film agreement. All other terms and conditions in the agreement will remain in full force for any alternative or additional day or days.
3. The Company will represent the agreed location site under its proper title or if desired to represent it as being either another real place or a fictional place according to the requirements of the story of the film.
4. The Council will allow and permit the Company to represent the said location site under its proper title or if desired, to represent it as being either another real place or a fictional place according to the requirements of the story of the film.
5. The Council will allow and permit the Company to incorporate any scenes filmed in the said location site in the final version of the film either as a sequence on its own or preceded interlaced or followed by such other scenes as the Company may require including scenes and stage sets representing for the purposes of the film any part or portion of the aforesaid location site and to take still photographs of the location site.
6. The Council will allow and permit the Company to exploit and exhibit the film and stills thereof with or without the scene photographed on the aforesaid location site in any medium not known or hereafter devised without any restriction whatsoever.
7. The Company must examine the location site and find it suitable and sufficient for their use and that it will require no alterations, items of equipment or services from the Council to facilitate or assist in the production and filming of the said film save the attendance of a member of the Council's staff at such times as the filming is in progress if requested or necessary.
8. The Company will, at its own expense, obtain all consents, orders or other statutory or mandatory notices in respect of the filming at the location site.
9. The Company will indemnify the Council against any liability, loss, claim, proceedings, fatality or personal injuries to any person or loss or damage to the property of any person (including property of the Council) caused by the negligence, omission, default or deliberate and wrongful act of any person in the employ of the Company or over whom they have control. Such indemnity shall be in the maximum sum of ten million pounds (£10,000,000) in respect of any one occurrence.
10. Without limiting their obligations and responsibilities under the Agreement, the Company before commencing any filming at the location site on the agreed dates, shall effect a policy or policies of insurance to the satisfaction of the Council in respect of the risks set out in item 9 above and shall produce to the Council the policy or policies so effected together with the current premium renewal receipts if required to do so.
11. The Company shall not break, damage, alter or tamper with any part of the location site (including damage to any tree, shrub, flower bed or lawned or grassed area) nor shall the Company cut, maim, injure, destroy or deface or otherwise alter or effect in any way any structure standing on or forming part of the location site or being in its immediate environs.
12. The Company shall not have the use of any mains or public utility facilities (save for the normal and necessary toilet and washing facilities) available at the location site unless the prior consent is obtained by the Council representative.

## Filming in Southampton - Terms and Conditions

13. The Company shall not bring onto the location site any vehicle without the prior written consent of the Council representative.
14. In the event of any damage or loss being incurred by the Council as a result of the failure by the Company to comply with the above provisions, then and in any such event the Company shall forthwith make good to the satisfaction of the Council representative such damage or reimburse in full the cost or making good such damage or reimburse the cost of any mains supply used without authority in excess of any returnable monies as defined in condition 19.
15. The Company shall not do or cause to be done any act or omission or default which may give rise to any action whatsoever from any third party against the Council, its servants or agents.
16. The Company shall not do or cause to be done any act contrary to law or which in the opinion of the Council tends to lower, damage or injuriously affect in any way the image or the Council in the eyes of the public or any section thereof.
17. In consideration for the Council allowing the Company access for the purpose of filming and production at the location site, the Company will agree to pay the Council an agreed fee in respect of the agreed dates and times during which the premises are so required. The Council will invoice the Company for the agreed sum.
18. If filming does not take place on the agreed days for any reason, including adverse weather conditions and lighting, then the Council is entitled to retain the daily or agreed rate aforesaid.
19. The Council may also retain out of any sum due for return to the Company any sum or sums in respect of making good any damage and not made good by the Company under the terms and conditions 11 – 14.
20. The Company should note and abide by the film guidelines and code of practise for Hampshire.
21. There may be additional conditions specific to the chosen location site – information is available on application.

**Additional Terms and Conditions – Southampton City Council’s Arts and Heritage properties** including Southampton City Art Gallery, SeaCity Museum, Tudor House and Garden, Westgate Hall. Further charges may apply and advance notice required for the following services.

- A. Condition report for location before and after.
- B. Condition report for artefacts before and after.
- C. Curator will require topic and artefacts with 2 weeks notice.
- D. Notice for any staff member involvement with filming will be required with 2 weeks notice.
- E. Notification of exact locations in order to carry out checks on copyright requirements will be required with 2 weeks notice

### **Code of Practise for UAV / Drone Filming**

- Only hire a Civil Aviation Authority (C.A.A) licensed pilot/company. If they are licensed they should have a valid “Permissions for Aerial Works” certificate. If the pilot is not licensed they will not be insured or have public liability cover and they are not allowed to work or provide commercial services. Unlicensed and uninsured companies may well be cheaper however they should not be used! It is also worth asking a drone pilot for an up to date copy of their insurance.
- Pilot requires permission of the landowners to take off and land the drone on their property.
- Pilot cannot fly drone directly over people, roads, buildings which have not been given permission from the person and/or landowner. Drones can fly directly over or near to people who are deemed “under control” – i.e actors, presenters, extras etc. They would need to be safety briefed and aware that they are going to be filmed by a drone.
- Drones can fly up to 400ft (restricted air space starts at 500ft).

#### Filming in Southampton - Terms and Conditions

- Sub 7k rig drone cannot fly within 50 metres of a property, road members of the public where the landowner has not given permission for filming. A drone over 7k rig must have at least 150 metres clearance of a property where permission has not been obtained. The pilots may be required to contact air traffic control when flying near to an airport of aerodrome, so that the drone can operated safely a certain height on a specified date and time.
- Drones cannot be flown at night (or out of daylight hours) unless the company has special permissions for night time flying.
- Any qualified drone pilot should complete a site assessment before agreeing to undertake a job. They will need to check various factors including if they are in restricted airspace. The responsibility of any flight and its legalities rests with the drone operator however if breaking his/her CAA conditions, may invalidate their insurance policy.