## Request to film or photograph at ExCeL London

### This is a location release agreement for photography or filming at ExCeL London

For your request to be considered, please complete the form below and email it to marketing@excel.london along with a form of ID.

We will respond to you within 72-hours to confirm whether permission has been granted.

### Particulars

#### The Parties

|  |  |  |
| --- | --- | --- |
| 1 | “ExCeL London”  | London International Exhibition Centre PLC(Company No: 3458317)ExCeL LondonOne Western GatewayRoyal Victoria DockLondon E16 1XLTel: +44 (0)20 7069 4000 |
| 2 | The “Film Company” | Company name: Click here to enter text Contact name: Click here to enter text Contact number: Click here to enter text Email address: Click here to enter text  |
| 3 | Please outline the dates and times that you would like to film or photograph | Click here to enter text  |
| 4 | Please state the areas of ExCeL London (both internal and external) you wish to film or take photographs | Click here to enter text  |

### Project details

* 1. Please write an overview of the filming or photography required

|  |
| --- |
| Click here to enter text  |

* 1. Is this for public or personal use?

[ ]  Public

[ ]  Personal

* + 1. For filming only. If for public broadcast, has your film been commissioned?

[ ]  Yes

[ ]  No

If yes, please give details of the channel that has commissioned it.

|  |
| --- |
| Click here to enter text  |

### Logistics

* 1. Please state how many crew members will be on-site and if known, provide names of the individuals who will be attending.

|  |
| --- |
| Click here to enter text  |

* 1. Please state the vehicles and equipment that will be used.

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| Click here to enter text  |

### Final comments

* 1. Please state how ExCeL London will be credited for its involvement in filming or photography.

|  |
| --- |
| Click here to enter text  |

* 1. Please put any other details related to filming or photography that we need to be made aware of.

|  |
| --- |
| Click here to enter text  |

### Key documents

* 1. Do you have the following documents to submit if your request is approved? Please tick those that apply.

[ ]  Public liability insurance

[ ]  Risk assessment

[ ]  Method statement

### Signatures

|  |  |  |
| --- | --- | --- |
|  | On behalf of ExCeL London | On behalf of the Filming Company |
| Name | Click here to enter text  | Click here to enter text  |
| Signature |  |  |
| Date | Click here to enter text  | Click here to enter text  |

## Agreement

1. **Parties**
	1. **London International Exhibition Centre plc**, a public company incorporated in England and Wales (company registration number 3458317), whose registered office is at ExCeL London Management Office,

Warehouse K, One Western Gateway, London E16 1XL (“**ExCeL London”**); and

* 1. The company or organisation or individual specified in Particular 2 of this Agreement (the **“Film Company”**).
	2. References in this agreement to **“the Parties”** or a **“party”** shall be construed as referring to ExCeL London and the Film Company collectively or to either ExCeL London or the Film Company individually as the context requires.
1. **Definitions**
	1. **Agreement** shall mean this Agreement made between ExCeL London and the Film Company to allow the Film Company to film at Locations within the Venue. For the avoidance of doubt the Particulars form part of this Agreement.
	2. **Filming Dates** shall mean the dates and times specified in Particular 3 upon which the Film Company shall be permitted to have access to the Locations in order to film. If no times are specified, then the Film Company shall be permitted to have access between 09:00 and 18:00.
	3. **Locations** shall mean the specific areas of the Venue detailed within Particular 4 of this Agreement.
	4. **Venue** shall mean the ExCeL London exhibition and conference centre and includes the building and the land immediately surrounding it including the dock edge and water space.
2. **Rights of the Film Company**
	1. In consideration of the fee of £1 (one pound), the receipt of which is hereby acknowledged, the Film Company shall be entitled to enter the Locations on the Filming Dates set out above for the purposes of filming and recording.
	2. Subject to Clause 3.4 of this Agreement, the Film Company shall exclusively own the results and proceeds of its filming and recording at the Location and shall be entitled to freely exploit them and all allied and ancillary rights in them, by all means and in all media, whether now known or hereafter invented, throughout the world for the full period of copyright and all renewals, revivals, reversions and extensions, and thereafter in perpetuity to the extent permitted by law without the need for any further payment to ExCeL London.
	3. The Film Company shall not be obliged to use any recordings that it has made at the Venue in any programme or broadcast. The Film Company shall not be obliged to feature the Venue in any programme or broadcast. The Film Company may edit any filming or recordings that it has made at the Venue as it sees fit.
	4. ExCeL London shall not be entitled to restrain or prevent the use of filming or recording made at the Venue unless it contains any matter, statement, image, or other material which is detrimental or defamatory to ExCeL London or any of its associated companies.
3. **Other conditions**
	1. This Agreement does not grant the Film Company exclusive use of any part of the Locations unless this is specifically stated in Particular 4. The Film Company shall not interfere with, obstruct, impede, or restrict the use of or access to any part of the Venue including the Locations by any other person or organisation or event. The Film Company must accept any interference or obstruction that is caused to it by others.
	2. The Film Company may use only handheld or tripod-mounted cameras and microphones.
	3. The Film Company acknowledge that the use of fireworks, pyrotechnics and other similar substances materials and effects are strictly prohibited
	4. ExCeL London warrants to the Film Company that ExCeL London has the absolute right to grant to the Film Company the right to enter onto the Location and film and record all or any part of the Location and confirms that no consents are required from any third party to permit ExCeL London to enter into this Agreement.
	5. The Venue and the Locations are provided ‘as is’. ExCeL London offers no guarantees, representations, or warranties as to the suitability of the Locations for the filming or recording. ExCeL London is not required to provide electrical power or any other utilities or any security personnel or equipment at the Locations. The Film Company is not permitted to make any permanent or temporary modifications or alterations to any part of the Venue.
	6. To the fullest extent permitted by law and subject to Clause 4.7, ExCeL London excludes any and all responsibility or liability to the Film Company for loss or damage to the property or equipment of the Film Company.
	7. Subject to Clause 4.7, the maximum liability of ExCeL London under this Agreement for any losses or damage howsoever caused shall be limited to £1 (one pound).
	8. The liability of ExCeL London for
* death or personal injury caused by its negligence,
* fraud or fraudulent misrepresentation, or
* any other liability that cannot lawfully be limited or excluded

shall not be limited or excluded under this Agreement.

* 1. The Film Company shall use reasonable skill and care to avoid causing damage, injury, or harm to any person or thing whilst filming or recording under this Agreement. The Film Company shall be liable to ExCeL London and shall indemnify ExCeL London in full from and against any and all liabilities, actions, claims, demands, damages, expenses, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss or reputation and all interest, compensation, penalties and legal costs (calculated on a full indemnity basis), and all other reasonable professional costs and expenses) of any kind howsoever suffered or incurred by ExCeL London arising out of or in connection with in relation to any matters referred to in this Agreement save to the extent that such claim arises out of the negligence of ExCeL London.
	2. The Film Company shall maintain adequate public liability insurance covering its risks arising from its use of the Location and the Venue.

**Public Liability Insurance Requirement for Filming**

|  |  |  |
| --- | --- | --- |
| Crew members | Number of tenancy days | Limit of liability |
| Up to and including five | Up to one | £2 million |
| More than five but less than or equal to ten | More than one but less than or equal to five | £5 million |
| More than ten but less than or equal to 20 | Ten | £10 million |
| More than 20 | More than ten | £20 million |

The Film Company shall maintain adequate public liability insurance at a limit of £2 million for photography. The Film Company shall upon request provide proof of its insurance cover to ExCeL London.

* 1. If ExCeL London, acting reasonably, believes the Film Company is not complying with the terms of this Agreement, then ExCeL London may terminate this Agreement immediately and without any liability to the Film Company.
	2. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart.
	3. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
	4. This Agreement constitutes the entire Agreement between ExCeL London and the Film Company, and no correspondence or representation written, or verbal entered into, or which took place before the date of this Agreement shall be of any effect unless specifically referred to in this Agreement or provided by subsequent procedures which are envisaged or contemplated by this Agreement.
	5. The illegality, invalidity, or unenforceability of any provision of this Agreement under the law of one jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision and in the event that any particular provision is deemed to be invalid, illegal or unenforceable in any particular jurisdiction, then this Agreement shall be construed as if such provision was removed, and the remainder of this Agreement shall be read and construed as if such offending provision had never formed part of this Agreement.
	6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and the parties submit to the exclusive jurisdiction of the courts of England.