

FILMING PROTOCOL

AGREEMENT TO FILM IN HERTFORDSHIRE (“the Agreement”)

Background

The Hertfordshire Film Office (“the Film Office”) has been given authority by Hertfordshire County Council (“HCC”), Hertfordshire Highways and The Districts within Hertfordshire to oversee and co-ordinate filming across Hertfordshire.

The Film Office recognises that, when filming, the majority of production companies/film makers (“Film Makers”) act in a responsible and professional manner, as this is in the interest of all parties concerned. However, any filming in a public setting must be subject to a level of regulation and control. That being the case this Agreement outlines the requirements and standards required when filming on public spaces and within the boundaries of Hertfordshire. All Film Makers (prospective and actual) will be required to read, agree, sign it and comply with the Agreement at all times. The Agreement applies to all forms of production (including, but not limited to, feature films, television, commercials, drama documentaries, music videos, stills shoots, short films and student productions) and is the responsibility of the Film Maker to ensure all crew and cast adhere to its Terms at all times. It aims to ensure that responsible filming is welcomed, efficient and sustainable, while minimising the impact on businesses and the community. No filming will be permitted to take place until a signed Agreement is in place.

General Terms

- This Agreement shall apply from the date set out above. In no circumstances is any filming to take place before that date.
- Neither the Film Office or the Film Maker shall be bound by any waiver, variation or addition to these conditions unless that variation, waiver or addition shall have been agreed and evidenced in writing and signed on behalf of both parties.
- The Film Maker will, when engaged in filming or any related activities, will act with due diligence and in a proper workmanlike manner to the satisfaction of the Film Office Council with due regard to the health and safety of the employees of the Film Office and any other HCC staff and to members of the public in general.
- All vehicles shall be loaded to ensure safe and secure carriage and unloading and, where applicable, storage.
- The Film Maker shall effect such public liability insurance as is necessary and shall indemnify the Film Office against any claims on whatsoever grounds in the event of damage to any property, or the death of, or injury to, any person arising out of or in connection with this Agreement. For filming in public spaces and on Council owned property, a copy of the Public Insurance Certificate must be submitted with the

application to film and the level of insurance cover should be for a minimum of £10 million.

- The Film Maker will pay the fees at the price or rate set out below or as advised (“the Fees”). The Fees are exclusive of VAT and payment is to be made before filming commences. No permits will be issued until payment is received.
- The Film Office shall have the right to cancel this Agreement and any permit issued, and to recover from the Film Maker the amount of any loss resulting from such cancellation if the Film Maker or any person employed by the Film Maker or acting on the Film Maker’s behalf:
 - has offered, paid or given, directly or indirectly, any gift in money or any other form to any member, employee or agent of the Film Office or HCC as an inducement or reward in connection with their behaviour in relation to this Agreement; or
 - appears to have committed any offence under the Bribery Act 2010, or to have paid or offered any fee or reward contrary to Section 117(2) of the Local Government Act 1972.
- The Film Office shall have the right to terminate this Agreement or any permit issued under it immediately by notice in writing should the Film Maker commit a material breach of this Agreement which, if capable of being remedied, is not remedied within seven days of notice to do so; or becomes bankrupt or insolvent or (being an incorporated company) shall resolve to wind up or be ordered to be wound up, or shall carry on business under a receiver and to recover from the Film Maker any additional costs incurred as a result of such termination.
- This Agreement is governed by the laws of England and Wales and constitutes the entire agreement between you and The Film Office and HCC. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

Filming Terms

Code of Practice

- The Film Maker will observe the Filming on Location: Code of Practice, as produced by Creative England from time to time. [View the current version.](#)

Information and Permissions

- Any filming on public land or roads requires relevant licences and permits to be obtained in advance. Filming is not permitted without this.
- Any filming undertaken is the sole responsibility of the Film Maker.

- Filming activity in public areas of Hertfordshire must only take place after the relevant local authority, relevant agencies and landowners have given their express written permission in advance. The Film Office may request proof that such permission has been obtained.
- The Film Office may impose additional requirements depending on the specific nature and exact location or timings of your filming, which will be communicated to you directly by email in advance of filming taking place.
- If land it is privately owned, you must seek the landowner's written permission directly before commencing any filming activity. While not a requirement, the Film Office encourages Film Makers to advise us of any filming that is due to take place in the Hertfordshire on private land for our information.
- It is the responsibility of the Film Maker to ascertain notification requirements for other agencies and/or get their permission where appropriate e.g. when depicting crimes, using firearms as per our filming guidance.
- We may ask you to provide images (still and moving) of the filming you have undertaken in Hertfordshire, for our own promotional material and related publications, or may take our own. Please provide confirmation of how you would like us to promote your production post-production.

(N.B. If you are not sure if the land on which you wish to film on is publicly or privately owned, we may be able to help check this for you).

Fees

Fees for Film Makers filming in Highways public spaces vary depending on district location, size of production, level of disruption, administrative time and period of notice, the Fees will be confirmed when an application is made. Indicative Fees, excluding VAT, are:

- Film Permissions (including admin) will usually be between £125 to £500.
- Filming day rates for Highways public spaces:
 - Student £0 (N.B. A Permit is still required.)
 - Small Production/disruption/district/crew 1-5 - £500 - £1000
 - Medium Production/disruption/district/crew 6 – 20 - £850 = £1500
 - Large Production/disruption/district/crew 20 – 40 - £1500 - £2000
 - Extra Large Production/disruption/district/crew 40 plus £2000 - £4000
 - Drone Permit -£150.
 - Low Loader – Up to Max £150 per day
- Fees for parking charges and any costs relating to council owned assets will apply and vary from district to district The Film Office will be able to advise you on such cost, on submission of an application

Conduct, respect for residents, businesses and members of the public

- Film Makers must be considerate to the community in which they are filming and residents, businesses and members of the general public should be treated with respect and courtesy at all times. In particular the Film Maker must comply with the following:

- All residents and businesses that will be affected by the filming must be notified at least two weeks in advance, by letter, of filming arrangements planned in the area to allow for appropriate measures to be taken (if any). The letter should specify the location(s), dates, hours of operation, parking arrangements and provide a named contact and telephone number for any queries or complaints relating to the filming. A copy of this letter should also be sent to the Film Office.
- If your filming could be a distraction to drivers, or have an impact on traffic flow or result in an obstruction to the highway, pavements, public footpaths or bridges, it is your responsibility to make this clear within your application and risk assessment, this will be reviewed by the Film Office and the HCC Highways Authority.
- If access to pavements or public footpaths are blocked, then an alternative, safe route must be provided and supervised for pedestrians at all times.
- Where businesses are affected by film production, Film Makers are expected to reach a private arrangement with affected businesses regarding compensation during filming. Compensation amounts will vary depending on the impact to individual businesses, based on their location and the level of disturbance they are likely to experience from filming. Evidence may be required by the Film Office to ensure this is fair and transparent.
- Access to homes and businesses should be kept clear at all times.
- Noise disturbance should be kept to a minimum. If a permit to film during unsocial hours (10pm to 8am) is granted you must take all reasonable measures to mitigate noise.
- Lighting and other equipment must not cause a danger or nuisance to the public.
- Warning cones and hazard tape should be used when appropriate.
- Cables should be flown as per the guidance given in the filming guidance document.
- In certain situations a suggested donation to a local community organisation may be required, this will be discussed with the Film Maker ahead of filming.

Safeguarding

- It is the Film Maker's responsibility to ensure that there are robust measures in place to safeguard children and vulnerable adults who are affected by or connected to the proposed filming. The Film Office may require the Film Maker to provide details of such measures, in advance of filming.
- When filming on location, the Film Maker must be respectful and considerate at all times by consulting with local residents, businesses and the general public who may be affected by their filming prior to, and during their shoot.

Care on Location

Film Makers should limit their activities to the areas where they have been given permission to film. In particular the Film Maker must comply with the following:

- There should be no trespassing on private land.
- Public and private property should be treated with care and respect and objects belonging to the location including fixtures and fittings should not be removed without the prior agreement of the owner. All items should be put back as they were originally found and in the same condition. Care must be taken to protect furniture and flooring surfaces.

- Removal of any signs/fixtures requires permission and must be overseen by the Film Office, HCC, relevant local authority and/or Highways Authority.
- The Film Maker is responsible for, and should rectify any damage to the property or area in which the filming takes place, and notify all parties concerned of any damage at the earliest opportunity.
- All litter must be removed immediately at the end of each day of filming and recycled, wherever possible. The removal of litter can be arranged in advance via the relevant local authority for an additional Fee.
- The location must be returned to its original condition prior to completion of the filming and all evidence of filming removed (e.g. signage), unless otherwise agreed in writing with the landowner.

Parking of Vehicles

The use of public car parks will be arranged directly with the relevant local authority, or the Film Office on behalf of the local authority and processes and Fees may vary. Please inform the Film Office of your requirements and they can help arrange this for you.

If parking is required on car parks under the control or ownership of HCC or one of the Districts the following will apply:

- Production/technical vehicles should only be parked where previously agreed and at the times/dates specified within that agreement.
- Engines should be switched off on arrival and not left to idle.
- Vehicles should not cause obstruction to public highways or private access e.g. entrances to nearby homes or businesses.
- Cast and crew should not park in the immediate vicinity of the film location, unless spaces have been allocated.

Health and safety

The Film Office reviews all applications and filming proposals within HCC and works in partnership with relevant local authorities and stakeholders. Location Specific Risk Assessments will need to be supplied to the Film Office and these will also be checked by HCC Highways.

Suitable location specific risk assessments and safe systems of work must be undertaken by the Film Maker and be available on location for inspection if required. Types of risk assessment that may be required for filming activities include stunts, the use of flammable or toxic materials, construction work, working at heights, Covid and the use of cranes and plant. This is in addition to a comprehensive risk assessment of the location. Appropriate precautions for environmental protection must also be in place

It is the responsibility of the Film Maker to ensure that all those involved in the filming (e.g. actors, contractors) comply with current health and safety legislation, risk assessments and that third parties are not put at risk.

Management of crowds and the public during the setup, filming, and dismantling of any equipment is the responsibility of the Film Maker, to ensure that third parties are not put at risk. Pedestrians should always be able to move freely.

We work in partnership with Creative England and have adopted [Filming in England Filming Code of Practice](#), which was authored by Film London and both adapted and adopted by Creative England, and for use by local film offices. As per Code of Practice the Producer retains a non-delegable duty to ensure that the film production is performed safely including abiding by all relevant health and safety legislation. The Code of Practice points to further HSE guidance and statutory obligations, including the Health & Safety and Work Act 1974.

All Filming on Public Highways must also Adhere to Hertfordshire County Councils Filming On Highways Code of Practice <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/business-licences/filming-on-highways.aspx>

Complaints

Every attempt must be made by the Film Maker to resolve any complaints received from residents or businesses relating to filming on location, in person and in a timely manner.

Further requests for filming by the Film Maker will be reviewed against any previous complaints that may have received and may be refused on this basis.

Film Makers must fairly compensate businesses who are negatively affected by filming activity. Film Makers and businesses are expected to resolve this between themselves. If a business who has not made an agreement with a Film Maker has been affected financially by the filming activities this must be discussed with the Film Maker. This will need to be evidenced by the business, and reasonable requests for compensation will be considered.

The Agreement comprises:

- **these Terms**
- **the online application form completed by the Film Maker**
- **by reference, the Hertfordshire Filming Guidelines, receipt of which you hereby acknowledge**
- **by reference and/or link Filming on Location: Code of Practice, as produced by Creative England from time to time [Filming in England Filming Code of Practice](#),**

By signing below, the Film Maker and the Film Office confirm acceptance of the terms of the Agreement, as comprised in the above list.

Signed for and on behalf of the Film Maker

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Authorised Signatory

Signed for and on behalf of the Film Office

.....
Authorised Signatory

Contacts

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[Film Maker contact name and details]