XX May 2024

**Location and Filming Agreement (Programmes)**

This location agreement (“Agreement”) is made on XX May 2024between:

1. The Commonwealth War Graves Commission, 2 Marlow Road, Maidenhead, SL6 7DX, United Kingdom (“Commission”); and

1. Please enter full name, role, company and company address (“Company”)
2. **Permission and conditions for use of Locations**

* 1. In consideration of the mutual rights and obligations contained in this Agreement, the Commission grants to the Company the non-exclusive, non-assignable, non-transferable right, exercisable by the Company’s employees and other persons authorised by it and under its control, to photograph, film and make audio and video recordings (“Content”) at the following locations (“Locations”) on the following dates and times (“Dates”), for the purposes of making the programme described below (“Programme”):

Locations: XXXX

Dates: XXXX

Programme: XXXX

* 1. This right extends to the Company’s employees and other persons authorised by it and under its supervision and control and is valid on the following times and dates:
	2. At all times, the Company, its employees and persons authorised by it must respect the character of the Location(s). Under no circumstances shall the Company perform any activities at the Location(s) which discredits the war dead or which might cause distress to the relatives of those commemorated at the Location(s), that cause, or may be likely to cause, offence to anyone connected with the Location(s), or which brings the Commission or risks bringing the Commission into disrepute.
	3. The Companyshall not interfere with access to the Location by members of the public or the employees or agents of the Commission. Where restrictions to public access are needed in for the purposes of filming these shall be agreed in advance and shall only be implemented by the Commission’s staff. The Company shall comply with all reasonable directions given by the Commission in relation to use of the Location(s). The Company shall remove all equipment (if any) upon completion of its use of the Location(s) and leave the Location(s) in as good condition as when entered by the Company.
	4. No alterations, structural or otherwise, shall be made to the Location(s).
	5. Prior to entering the Location(s), the Company represents and warrants that it has obtained and maintains general and public liability insurance and shall provide evidence of such insurance to the Commission on request.
	6. The Company shall be responsible for securing all permits and approvals required to film/record the Content at the Location(s) and shall ensure that all filming and recording at the Locations is carried out in accordance with the provisions of this Agreement and all applicable laws.
	7. The rights granted by this Agreement only extend to the Location(s) as far as they are controlled by the Commission. The Company shall be responsible for securing any permissions or approvals from third parties in order to access the Location or to film/record any areas that are outside the control of the Commission and which may be included in the Content.
	8. The Commission makes no representations or warranties regarding the physical condition of the Location(s). The Company shall be solely responsible for carrying out its own risk assessments prior to and during any use of the Location(s) and save to the extent required by law the Commission accepts no liability for the safety of the Company’s employees and agents while using the site.
	9. The Commission makes no representations or warranties regarding the availability of parking at the Location(s) and the Company shall be solely responsible for arranging such parking. Company agrees to exercise common courtesy to all neighbours at the Locations(s) and shall not block driveways or cause any nuisance or inconvenience.
	10. The Commission reserves the right to terminate the Agreement in so far as it relates to access to and filming at the Location with immediate effect, without penalty, due to breach of the Agreement by the Company, or for operational reasons relating to use and management of the Location(s).
	11. The permissions granted in this Agreement include the right to film at the Location using a drone provided that: (i) the Company has procured all necessary permits and permissions needed for such use at the Location; and (ii) the Company complies with all applicable laws and regulations relating to such use and (iii) the Company remains solely responsible for the safe usage of any drone used in the filming at the Location.
1. **Rights in the Content**

* 1. Subject to the terms of this Agreement, the Company will own all intellectual property rights in the Content and may licence or assign such intellectual property rights as it sees fit, save that it shall not licence or assign Content for use in a different Programme without the Commission’s prior consent.
	2. The Companywarrants that the Content will not contain any material of an obscene or defamatory nature or which discredits the war dead or which might cause distress to the relatives of those commemorated at the Location(s) or which brings or could bring the Commission into disrepute.
	3. Subject at all times to Clause 2.2 the Company shall be entitled to (a) edit, copy, add to, take from, adapt or translate the Content; and/or (b) use the Content as the Company may require, in each case for the purposes of the Programme, and the Commission irrevocably waives its moral rights or any similar laws of any jurisdiction.
	4. The Company shall, wherever possible, identify or credit the Location(s) in the Content. In no circumstances may the Company alter the name(s) of the Location(s) or present the Content as depicting another location or site.
	5. Any use of the Content, in whole or in part, will include a credit to the Commonwealth War Graves Commission. Such credit may, subject to broadcaster approval, be delivered verbally in the Content, by on-screen graphics or in the end title credits.
1. **Undertakings and Indemnities**

* 1. In exercising the rights granted under this Agreement, the Company will use all reasonable endeavours to prevent any damage to the Location(s). The Company shall make good, or pay to the Commission the cost of making good, any damage which is caused to or in the Location(s) as a result of the Company’s actions.
	2. The Commission shall not be responsible for any personal injury or death or damage to property caused during the use of the Location(s) by the Company, save where such personal injury or death or damage to property is caused by the negligence, omission or default of the Commission.
	3. The Company will indemnify the Commission against any liability, loss, claim or proceedings arising under statute, common law or otherwise relating to its use of the Location(s) in respect of personal injury and/or death to any person and/or loss or damage to the Location(s) or any property caused by the negligence, omission or default of any person for whom it is legally responsible. The Company’s maximum liability under this clause shall be £5 million.
1. **General**
	1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	2. This Agreement shall be governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**For the Commission**

Signed …………………………………………………………

Name/Position: ……………………………………………………

**For the Company**

Signed .................................................................

Name/Position .......................................