

# Terms and conditions for filming at Swedenborg House

The following terms and conditions govern the permission given by the Swedenborg Society (Charity registration number: 209172) of Swedenborg House, 20-21 Bloomsbury Way, London WC1A 2TH (“we”, “us” or “ourselves”) to any individual or company permitted to undertake filming at the Swedenborg Society (“you”).

We warrant that we are wholly owned by the Trustees of the Swedenborg Society and that we have their authority to give you permission to undertake filming, to impose these terms and conditions and to charge and receive the facility fee.

## 1. Definitions

In these terms and conditions, references to:

(a) “Crew” “Film” “Filming Period” “Objects” “Locations” and “Facility Fee” shall have the meaning of those expressions provided in your Application for Permission to Film at Swedenborg House.

(b) “filming” shall include

- preparing any Location for filming and subsequently restoring it to its present state.
- the filming of the Objects and other contents normally held in that Location except where those contents are expressly excluded by us at our sole discretion.
- Interviewing or recording presentations by our Experts

(c) “Territory” means the world.

(d) “Permitted Media” means (i) all forms of television whether now known or later developed, including without limitation all manner of delivery of video signals originating from a location outside the premises in which such terminal is situated to television terminals via an over-the-air analogue terrestrial television broadcast signal and/or a digital transmission, including without limitation a signal or transmission delivered via one or more of the following: satellite, broadband, cable, SMATV, microwave, MMDS or digital terrestrial television; and(ii) the Internet.

(e) the singular shall include references to the plural and the masculine shall include references to the feminine and vice versa.

(f) where the context admits references to “we”, “us” “ourselves” or “our” include references to any authorised representative of the Trustees of the Swedenborg Society.

## 2. Permission to film

Strictly subject to:

(a) Your warranty, undertaking and agreement deemed given by the acceptance of these terms of conditions that: the representations made by you in your Application for Permission to Film at

Swedenborg House (including the further information and approvals required pursuant to these terms and conditions) are true and accurate; and that (where appropriate) you have the authority of your employer to make the Application for Permission to Film at Swedenborg House and to accept these terms and conditions;

(b) Payment by you of the Facility Fee (together with any applicable Value Added Tax or other government or international tax, levy or duty chargeable thereon which you shall be liable to pay as an additional amount at the rate and in the manner from time to time prescribed by law); and

(c) Your discharge in full of each and every obligation hereunder;

We will grant you and your Crew non exclusive permission during the Filming Period to enter upon and use the Locations solely for the purpose of filming and producing the Film subject to the following terms and conditions.

### **3. Location Management**

You shall:

(a) not use the Location for any purpose other than filming and you acknowledge that the Location has not been designed or adapted for such purpose. You accept that no warranty is given by us that the Location is safe, appropriate or fit for the purpose of filming and you agree to make your own investigations of the safety and adequacy of the Location for filming and to comply with your responsibilities under these terms and conditions without damage or injury to public visitors to Swedenborg House, any of the Crew or to any of our employees, agents or contractors;

(b) take reasonable care to ensure the proper and careful use of the Location and that you do not: (i) interfere with the normal use of Swedenborg House; or (ii) cause nuisance, damage, annoyance or disturbance to such use;

(c) not damage, interfere with, change, add to or alter the Location and/or the contents thereof without our prior approval (which, if granted, shall be subject to your restoration to our satisfaction of the Location or, at our discretion, to you meeting the full cost of restoration by us);

(d) notify us immediately of any damage you cause to the Location or the contents thereof and make immediate good to our satisfaction or, at our option, pay the full cost of making good or full compensation for any loss or damage to any part of the Location, or to the contents thereof, arising out of such damage;

(e) comply (at you own cost) with any directions you are given by us (including, without limitation, directions as to the induction of the Crew, access, the positioning of barriers, deliveries, parking, the movement and searching of vehicles and routing of power leads) to prevent injury or damage being caused to the Location, any part of Swedenborg House, its collection or the visiting public. You accept that we retain ultimate control of access and security before, during and after the Filming Period and reserve the right to refuse to allow anyone or anything to enter or remain on-site at Swedenborg House if we consider there to be a risk to people or property and to stop and search any person entering or leaving or otherwise using Swedenborg House.

(f) seek our express prior approval for any equipment that will be bought to the Location which shall (where applicable) comply with the Electricity at Work Regulations 1989, the Electrical Equipment (Safety) Regulations 1994 and meet all minimum safety standards required by law (and you shall notify us of any health and safety hazards which may arise in connection with the use of the Equipment in the Location or its carriage across our premises and you shall inform all persons engaged in the performance of any duty in connection therewith of all such hazards and shall instruct such persons in connection with any necessary associated safety measures)

(g) seek our express prior approval for any special effects that you propose to use, all proposed arrangements for power supply and electrical installations (including lighting and sound systems) your requirements (if any) regarding the supply of power, lighting, water and any security arrangements or other facilities you propose for the Location or for the benefit and convenience of the Crew (and save and unless expressly agreed we shall not provide any heating or lighting for the filming, any water supply, WCs or any other facilities for you or the Crew);

(h) provide written evidence (including full details of any special factors or associated risks or any other special or unusual activities in relation to the filming) and seek our prior agreement to your method statement and risk assessment under the Management of Health and Safety at Work Regulations 1999 and all other relevant health and safety requirements whether contained in statute, secondary legislation, by-laws or applicable codes of practice. You further agree to provide, at your own cost, any equipment required by us or by any other authority for health and safety reasons (e.g. an additional fire extinguisher) unless we have agreed in writing to provide it;

(i) remove from the Location before the end of the Filming Period all equipment used for the filming (including, without limitation, generators, temporary structures and mobile facilities) not supplied by us and all litter or waste resulting from the filming. You accept that if these responsibilities are not completed to our satisfaction we may remove such equipment, litter and waste and charge all costs and expenses incurred in so doing to you and that such costs and expenses shall be payable on demand.

(j) procure that all Crew carry (or wear upon their person) valid identification at all times while at the Location and produce it on request,

(k) ensure that Crew do not smoke in any public or work area of the Location, any internal part of our premises or any non designated external area of the same,

(l) Ensure that no member of the Crew handles any Object;

(m) not attempt any repairs, restoration, reinstatement, cleaning or clearing up (whether as required under these terms and conditions or otherwise) without our prior written consent. You accept that we reserve the right to undertake any such repairs, reinstatements or restorations ourselves and pass all costs incurred on to you, including (if necessary in our sole discretion) the cost of specialist craftspeople or consultants.

(n) ensure that all light sources you use to film Objects are fitted with UV light filters to reduce the UV content of light to below 50 microwatts per lumen; that the light level measured on the surface of the Object does not exceed 1000 lux; that Objects made from or including in the structure any vegetable matter or animal product (such as paper, papyrus, textile, wood, bone, ivory, fur, feather, leather, pigment, dye, resins) or semi precious stones are not lit for longer than 15 minutes during

filming; that shiny Objects are not sprayed with anti-reflection preparations; and that all lights are positioned at least one metre away from Objects filmed.

(o) (save in the event of an emergency) not interfere with fire prevention and fire protection equipment in any part of our premises (including without limitation smoke alarms and sprinklers) and you shall take all reasonable measures not to cause any unwarranted activation of our fire alarm.

#### **4. The Film**

(a) Subject to your compliance to our satisfaction with each and every term and condition herein we irrevocably agree that you shall have the rights to (i) use, edit and incorporate the filming (or any part of thereof) into the final version of the Film either as a sequence on its own or proceeded interlaced or followed by such scenes as you may determine and to broadcast and repeatedly broadcast the same within the Territory on Permitted Media; and (ii) use and publish in respect of the Trustees of the Swedenborg Society or any Expert concerned in the making of the Film, their legal or professional names, photographs and likenesses in connection with the promotion and advertising of the Film.

(b) You accept and agree that any use of material howsoever derived in any format from the filming not expressly authorised by clause 4(a) above shall be subject to our further editorial consent (which may be subject to terms as to additional payment);

(c) You shall take all reasonable and proper steps to ensure that you do nothing that may bring us into disrepute nor shall you do anything to prejudice or damage our logo, marks, brand or reputation and you agree that we shall have the right at our election on reasonable notice to review the final cut of the Film for factual accuracy and to require reasonable changes thereto.

(d) At the beginning or at the end of the edited Film we must be credited as follows "[name of our expert (if any) and] the Swedenborg Society " {"with thanks to the Swedenborg Society"}

(e) You agree at our election to supply us without charge with two digital copies of all "rushes" and the finished Film together with the free and irrevocable right within the premises of Swedenborg House and for the full legal term of copyright (including any extensions revivals or renewals thereof);

(f) you shall be wholly responsible for any model releases, copyright licences or other permissions that may be necessary to permit any individuals or other subject matter to be filmed and/or used in the Film (copies of which must be provided to and approved by us on demand) and you must comply with any conditions imposed by any release, licence or permission that has been obtained for these purposes;

(g) We acknowledge that where the Film is broadcast by satellite for reception in the Territory, such broadcasts may be capable of reception outside the Territory due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ("Overspill"). We further acknowledge that the rights herein granted to you include but are not limited to the right to broadcast the Film by satellite which may cause Overspill. Notwithstanding such Overspill, we agree that the occurrence of Overspill shall not constitute a breach of this permission provided that you shall have encrypted and not knowingly authorised reception.

(h) No part of any film containing our premises, Locations, Objects, Experts or any other of our staff and property may be distorted, manipulated, used within other programmes, re-used, lent or sold under any circumstances without our permission in writing and

(i) For the avoidance of doubt this permission to film does not grant or imply any right to investigate or enquire into (whether on film or otherwise) the private lives of any of our Experts or other members of our staff and you hereby agree not to pursue such enquiry or investigation without the prior approval in writing of both the individual affected and ourselves.

## **5. Insurance**

You shall:

(a) provide, before the start of the Filming Period and to our satisfaction evidence that you have, at your own expense, taken out sufficient insurance policies to cover your liabilities under these terms and conditions and you undertake and agree to maintain such insurance policies in full force and effect for as long as liabilities may arise under the permission granted by us;

(b) pay any additional insurance premium as required by the insurers referred to in (a) above in connection with the filming;

(c) at our election procure that our interest is noted on such insurance policies and that such policies stipulate any special insurance conditions that we require you to satisfy;

(d) prior to the Filming Period provide evidence to us that such policies are in place together with evidence (if required) of the payment of such additional premium.

(e) (if you fail to comply with the obligations set out above) pay to us on demand the full cost of such insurance as we may arrange at your expense.

## **6. VAT Invoice**

If requested we will send you an invoice containing all the information required in a tax invoice for VAT purposes and (unless otherwise agreed in writing) we shall be paid within 30 days of receipt by you of a properly payable invoice.

## **7. Third party rights**

(a) Save as below provided a person who is not a party to the permission hereby granted has not right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these terms and conditions.

(b) The Trustees of the Swedenborg Society shall be entitled to enforce the benefit of your obligations and responsibilities hereunder against you.

## **8. Entire Agreement**

Save that nothing herein shall be deemed to exclude or limit liability for fraudulent misrepresentation, these terms and conditions and your application for permission to film at Swedenborg House contain the entire agreement between the parties with respect to the subject matter of the permission granted to you and supersede all previous agreements and understandings between us with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

#### **9. Waiver**

Failure or neglect by us to enforce at any time any of these terms and conditions shall not be construed nor shall it be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part hereof nor prejudice our rights to take subsequent action.

#### **10. Severability**

In the event that any of these terms and conditions shall be determined invalid, unlawful or unenforceable to any extent, such term or condition shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

#### **11. Notices**

(a) Any notice, invoice or other document to be given hereunder shall be delivered or sent by email, post or facsimile transmission to us at: the Swedenborg Society, Swedenborg House, 20-21 Bloomsbury Way, London WC1A 2TH, England

(b) Any notice, invoice or other document to be given hereunder shall be delivered or sent by email, post or facsimile transmission to you at your address appearing in your application for permission to film at Swedenborg House or to such other address as you shall notify to us in writing.

#### **12. Force Majeure**

(a) You accept that we shall not be liable to you in respect of anything which, apart from this provision, may constitute a breach of these terms and conditions arising by reason of force majeure, namely, circumstances beyond our control (which shall include, but shall not be limited to, fire, flood, sabotage, embargo, strike or lock-out, riot, war, terrorism or acts of local government and parliamentary authority).

(b) We agree to give you notice forthwith upon becoming aware of an event of force majeure giving details of the nature and extent of the circumstances in question and the length of time for which it is expected that such circumstances shall subsist.

#### **13. Cancellation**

(a) Upon receipt of our signed acceptance of your application for permission to film at Swedenborg House you may terminate this Agreement without liability at any time on notice in writing received by us in accordance with clause 11 not less than 14 days before the hour at which Filming is permitted to commence.

(b) You agree that in the event you decide to terminate this Agreement less than 14 days before the hour at which Filming is permitted the booking will be considered forfeit and non-refundable.

#### **14. Law**

You agree that the permission granted to you subject to these terms and conditions shall be governed by and interpreted in accordance with English law, and you agree to submit to the exclusive jurisdiction of the English courts.

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#### **Summary of the main provisions**

(Not part of the Terms and Conditions)

- You must satisfy yourself that our premises are fit and safe for your purpose and carry insurance to cover your liabilities during the filming period;
- You must satisfy yourself that you have the intellectual property and other licenses and permissions you require for your purposes. Your right to film at Swedenborg House and to use the material you derive from filming will be limited to the purposes you describe in your application;
- You must not interfere with the normal use of Swedenborg House;
- You must not change our premises in any way without our consent and you will be required to clear all your equipment and litter from the premises and fully restore them after filming or meet our costs in doing so. We will supervise any changes or restoration permitted or required;
- You must notify us immediately of any damage you cause and meet our costs in making good;
- You must comply with our directions for the paramount safety of visitors, staff, our collections and premises.
- You must seek our prior approval to bring equipment on site, for all power and other supplies and any other needs (such as access to WCs);
- You must seek our prior approval of your method statement and risk assessment under the Management of Health and Safety at work regulations 1999;
- You must ensure that all light sources you use are fitted with UV light filters to reduce the UV content of light to below 50 microwatts per lumen and that the light level measured on the surface of any object does not exceed 1000 lux. We will require that Objects made from or including in the structure any vegetable matter or animal product (such as paper, papyrus, textile, wood, bone, ivory, fur, feather, leather, pigment, dye, resins) or semi precious stones are not lit for longer than 15 minutes during filming; that shiny Objects are not sprayed with anti-reflection preparations; and that all lights are positioned at least one metre away from Objects filmed;

- You should please take particular care not to interfere with our fire detection/ prevention systems or to cause any unwarranted sounding of our fire alarm.
- You agree at our request to supply us without charge with 2 digital copies of the rushes and of the completed project.
- We must be credited in the Film "[name of our Expert (if any) and] the Swedenborg Society "
- If you cancel less than 14 days before filming is due to commence the booking will be considered forfeit and non-refundable.
- No part of any film containing Swedenborg Society locations, staff and items may be distorted, manipulated, used within other programmes, re-used, lent or sold under any circumstances without permission from a representative of the Swedenborg Society. If you contemplate that film taken at Swedenborg House will be flipped, inverted, manipulated, altered or subject to special effects in any way whatsoever we will require to know your intentions in advance and reserve the right, without liability, to decline to permit filming to proceed.