

Terms and conditions to film and/or photograph at Excel

1. Parties

- 1.1. **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
- 1.2. The company or organisation or individual specified in Particulars of this Agreement ("**Company**").
- 1.3. References in this agreement to "**the Parties**" or a "**party**" shall be construed as referring to ExCeL London and the Company collectively or to either ExCeL London or the Company individually as the context requires.

2. Definitions

- 2.1. **Agreement** shall mean this Agreement made between Excel London and the Company to allow the Company to film or photograph at Locations within the Venue. For the avoidance of doubt the Particulars form part of this Agreement.
- 2.2. **The dates and times** specified in Project Details are when the Company shall be permitted to have access to the Locations in order to film or photograph. If no times are specified, then the Company shall be permitted to have access between 09:00 and 18:00.
- 2.3. **Locations** shall mean the specific areas of the Venue detailed within Project Details of this Agreement.
- 2.4. **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.

3. Rights of the Company

- 3.1. In consideration of the fee of £1 (one pound), the receipt of which is hereby acknowledged, the Company shall be entitled to enter the Locations on the dates and times set out above for the purposes of filming, recording, or photographing.
- 3.2. Subject to Clause 3.4 of this Agreement, the 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.

- 3.3. The Company shall not be obliged to use any recordings that it has made at the Venue in any programme or broadcast. The Company shall not be obliged to feature the Venue in any programme or broadcast. The Company may edit any filming or recordings that it has made at the Venue as it sees fit.
- 3.4. 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.

4. Other conditions

- 4.1. This Agreement does not grant the Company exclusive use of any part of the Locations unless this is specifically stated in Project Details. The 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 Company must accept any interference or obstruction that is caused to it by others.
- 4.2. The Company may use only handheld or tripod-mounted cameras and microphones.
- 4.3. The Company acknowledge that the use of fireworks, pyrotechnics and other similar substances materials and effects are strictly prohibited.
- 4.4. Excel London warrants to the Company that Excel London has the absolute right to grant to the Company the right to enter onto the Location and film, record, or photograph 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.
- 4.5. 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, recording, or photographing. Excel London is not required to provide electrical power or any other utilities or any security personnel or equipment at the Locations. The Company is not permitted to make any permanent or temporary modifications or alterations to any part of the Venue.

- 4.6. To the fullest extent permitted by law and subject to Clause 4.7, Excel London excludes any and all responsibility or liability to the Company for loss or damage to the property or equipment of the Company.
- 4.7. 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).
- 4.8. 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.
- 4.9. The 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 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.
- 4.10. The 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	£5 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 Company shall maintain adequate public liability insurance at a limit of £5 million for photography. The Company shall upon request provide proof of its insurance cover to Excel London.

- 4.11. If Excel London, acting reasonably, believes the Company is not complying with the terms of this Agreement, then Excel London may terminate this Agreement immediately and without any liability to the Company.

- 4.12. 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.
- 4.13. 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.
- 4.14. This Agreement constitutes the entire Agreement between Excel London and the 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.
- 4.15. 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.
- 4.16. 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.