Royal College of Art
Postgraduate Art & Design

Filming/Photography Indemnity

Date of Agreement: .....

Name: .....

Your Company:
(or Company that has
commissioned you) .....

Contact address:
(for either you or
your Company) .....

.....

.....

Telephone no.: .....

Email: .....

Event/
Exhibition: .....

This Agreement is undertaken when a filmmaker/photographer, ("the Visitor"), wishes to film/take photographs at any Royal College of Art premises or at any part of the Royal College of Art's Collection, temporary exhibition or performance, for press or publicity purposes.

To the Board of Trustees of the Royal College of Art, 'RCA':

This Agreement records the terms on which the Royal College of Art grants the Visitor the right to film and/or photograph on Royal College of Art Property.

Signed: .....

Position in Company: .....

Note: Where the individual filmmaker/photographer is an employee then the obligations contained in this Agreement are undertaken by his or her employer. In all other cases such obligations are undertaken by the individual concerned. The expression "Visitor" shall be interpreted accordingly.

1 **DEFINITIONS AND INTERPRETATION**

1.1 "Assistants" any staff, agents or representatives of the Visitor;

1.2 "Contact" means Press Office staff of the RCA who shall act as the main point of contact between the Parties;

1.3 "Parties" means the RCA and the Visitor;

1.4 "Royal College of Art Premises" means Royal College of Art: Kensington Gore, London, SW7 2EU; Battersea, 15-25 Howie Street, SW11 4AS

1.5 "RCA Property" means any property that belongs to, is occupied by or loaned to the RCA, or is entrusted to or under the RCA's care or control;

1.6 "Works of Art" means any works of art whether owned by the RCA, entrusted to the RCA, loaned to RCA, or under RCA's control;

1.7 Headings are for convenience only and do not affect the interpretation of this Agreement.

1.8 Unless otherwise stated, references to clause numbers are references to clause numbers in this Agreement.

1.9 Where the context so allows the masculine includes the feminine and the singular the plural and vice versa.

1.10 References to any statutory provisions include any modifications or re-enactments of those provisions.

2 **PERMISSION TO INTERVIEW RCA STAFF**

2.1 Subject to obtaining the prior agreement of Contact, the Visitor and its Assistants may interview, photograph, film and record any full or part time employees of RCA.

3 **CRIMINAL LIABILITY**

3.1 In consideration of the RCA granting the Visitor access and the permission to interview RCA staff, the Visitor shall not broadcast or publish any material obtained from the RCA where to do so would be a breach of the criminal law in which the RCA or the artists represented by the RCA could be implicated. By way of example, and accordingly without limitation, the foregoing includes breaches of the laws relating to discrimination, and public decency.

4 TERMS FOR BROADCASTING AND/OR PUBLISHING

4.1 The Visitor shall only broadcast filming or publish photographs of RCA Property and any accompanying text and/or recording for the purpose of criticism, review and news reporting or other acts which do not infringe copyright, as defined in the Copyright, Designs and Patents Act 1988. The RCA recognises the principle of editorial freedom including fair criticism.

4.1 The Visitor shall only broadcast the film and/or publish the photographs of RCA Property or events held at RCA for the purposes of covering the event/exhibition or other subject matter for which the RCA granted the Visitor access .

5 **CREDIT**

5.1 The Visitor shall use its reasonable endeavours to ensure that it is evident that any filming and/or photography has taken place at RCA Premises with the permission of the RCA.

6 **SECURITY**

6.1 The RCA shall have absolute discretion whether to allow all or any of the Visitor's listed Assistants and equipment onto RCA Premises. Unlisted Assistants and equipment shall not be allowed onto RCA Premises.

6.2 If RCA reasonably objects to the conduct of any or all of the Visitor's Assistants whilst on RCA Premises, the licence for access shall be revoked in relation to those Assistants and they shall be escorted off RCA Premises.

6.3 At all times whilst on RCA premises the Visitor and its Assistants shall be required to wear security passes where clearly visible.

6.4 At all times whilst on RCA Premises the Visitor and its Assistants shall:

6.4.1 abide by the reasonable directions of RCA and/or RCA authorised personnel;

6.4.2 not cross barriers protecting Works of Art;

6.4.3 not touch or place equipment or props on Works of Art;

6.4.4 not smoke or eat, except in designated areas.

7 **LOSS, DAMAGE, INJURY AND INSURANCE**

7.1 The RCA shall not be liable for any of the Visitor's or its Assistants' acts or omissions.

7.2 The RCA shall not be liable for any loss or damage to the Visitor's or its Assistants' property.

7.3 The Visitor and its Assistants exercise the rights granted by this Agreement at their own risk.

7.4 The Visitor shall indemnify RCA against any costs, expenses, liabilities and claims incurred or suffered by the RCA as a result of any damage

to property or injury to persons caused by the visitor or its assistants whilst filming and/or photographing on RCA Premises.

7.5 For the duration of this Agreement the Visitor shall maintain at its own expense an insurance policy. The policy must be sufficient to cover all liabilities for any act or omission for which the Visitor or its Assistants may become liable and with a minimum sum insured of £1 million. If the RCA requires, the Visitor shall provide reasonable evidence of the insurance policy and the extent of the cover.

7.6 The RCA shall indemnify and hold harmless the Visitor against any costs, expenses, liabilities and claims incurred or suffered by the Visitor as a result of any breach of this agreement by the RCA.

8 INTELLECTUAL PROPERTY

8.1 The Visitor agrees to indemnify the RCA for any claims brought against the RCA as a result of any broadcasting of filming or publishing of photographs of RCA Property with any accompanying text and/or recording which infringes any copyright as defined in the Copyright, Designs and Patents Act 1988.

9 DISPUTES

9.1 If any dispute arises out of this Agreement, the Parties will attempt to settle it by negotiation.

9.2 If the Parties are unable to settle any dispute by negotiation within 21 days the Parties will attempt to settle it by negotiation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

10 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of England and the Parties shall submit to the exclusive jurisdiction of the English courts.

11 NO ASSIGNMENT/AMENDMENT

11.1 This agreement is personal as between the Parties and neither Party can assign the benefit of this Agreement without the other Party's prior written consent.

11.2 No amendment or addition to this agreement shall be made unless made in writing and executed by the Parties.