



## FILMING POLICY

### BACKGROUND INFORMATION

Kielder Observatory is a stunning location for film and photography and we receive frequent requests to use the building as a location.

This document provides a comprehensive film and photoshoot liaison policy and service, so that space and facilities at Kielder Observatory can be used by external production companies without disruption or cost to Kielder Observatory.

This policy does not cover filming public events at the Observatory. We generally only allow public events to be filmed for public service broadcasting (e.g., news, documentaries) and we will need to notify guests of any filming. Public events are run most nights of the year and so filming by production companies can be during the day, in darkness before events in winter, or after the events finish (at about midnight Sun-Thu or 3am Fri and Sat).

Kielder Observatory's primary objective is to inspire its visitors by enabling observation of the Universe in Europe's largest protected Dark Sky, designated an International Dark Sky Park by the IDA – it is therefore in a remote location, far from light pollution. The site is unlikely to be able to accommodate shoots with cast and crew exceeding 20: the forest track leading to the Observatory cannot accommodate vehicles with low clearance. Please take a look at our 360° tour of the observatory or our aerial video for layout and plan of the area. We strongly recommend visiting the Observatory by attending one of our events before entering into any agreement. We cannot guarantee good weather or clear skies for filming.

### OBJECTIVES

- To provide a service that takes into account the complex requirements of production companies in utilising film / photoshoot locations, the physical resources of Kielder Observatory that might be suitable for their requirements, and in the interests of Kielder Observatory. We aim to minimise disruption of normal Kielder Observatory activities and of the wider Kielder Water and Forest area at all times.
- To provide and control general access to the Observatory exterior locations and to provide limited access to interior locations for production companies producing feature films, commercials, still photography and general programmes.
- To preserve the reputation and public image of Kielder Observatory.

### POLICY

Requests for filming at Kielder Observatory should be made by completing the Location Agreement and will be handled by Hannah Matterson, Operations and Marketing Director of Kielder Observatory. Any change to the Agreement on the day(s) of filming can only be authorised by the Observatory duty manager.

No film location requests will be approved which disrupt the normal activities of Kielder Observatory.



No major set construction or alteration of buildings will be permitted. Any set decoration must be clearly specified in writing and all areas occupied in connection with the filming must be returned to their normal condition.

Kielder Observatory accepts no responsibility for damage to or loss of vehicle or their contents whilst on our premises.

Kielder Observatory accepts no liability for unattended personal belongings or equipment.

Kielder Observatory reserves the right to remove property and equipment of the production company if we believe it to be unsafe or inappropriate.

Disrespectful, threatening or abusive language or actions towards any Kielder Observatory staff or volunteers will not be tolerated. If anyone participating in a production company's filming behaves in a manner deemed inappropriate the agreement will be terminated and no refund given.

Production companies must then ensure they have a record of all persons participating in the filming and this information must be available in the event of an emergency.

The production company is responsible for maintaining adequate public and employer's liability insurance against accident, injury to its employees and third parties, third party loss, damage and all other risks normally insured against by others carrying on a similar business.

Filming which requires auxiliary sources of power must use silenced generators and suspend or cover all cables at the production company's expense.

Companies are welcome to provide their own caterers, however they must supply any energy requirements i.e. generator, gas & water etc. as the Observatory has no mains electricity or water.

Smoking is not permitted anywhere on site.

It is the production company's responsibility to apply for any external filming licenses required for the surrounding property areas, for example, partial or full road closures.

Drone flying is strictly prohibited without the appropriate licence which is obtained via Forestry England and RAF Spadeadam. Please call Forestry England at their Bellingham office on 0300 067 4200 or email them at [enquiries.northengland@forestryengland.uk](mailto:enquiries.northengland@forestryengland.uk)

A programme script must be submitted prior to the commencement of filming so it can be assessed that the filming will not damage the reputation or image of the business.

The production company is responsible for submitting a risk assessment and method statement before filming. If these are not received prior to filming, access will not be permitted.

Neither employees of Kielder Observatory nor visitors to Kielder Observatory are to be approached to appear in the production unless by prior arrangement.



## **FEES & OTHER CHARGES**

A Location Agreement will be entered into between Kielder Observatory and the production company.

A daily fee of £1,000 is chargeable. This will be applied every 24 hours or part thereof. A non-returnable deposit of 25% is required at time of signing the agreement, the balance must be paid no later than 30 days prior to the event is due to take place. All prices are inclusive of VAT, as we are not VAT registered. Payments can be made via debit, credit card, bacs transfer or cheque.

All arrangements, including the payment of the location fees, a risk assessment and method statement, and evidence of insurance must be completed at least two weeks prior to the commencement of filming. Confirmation of the booking will only be given once we have a signed agreement and payment of the deposit has been received.

Should additional fees be incurred during the filming, such as refreshments or damage to property, they will be invoiced after the event on a 30 day period.

## **CANCELLATIONS & EXCEEDING TIME ALLOCATION**

If the cancellation notice is received 8-10 weeks prior to the event, then 50% is payable by the production company. If the cancellation notice is less than eight weeks prior to the event, then 75% is payable by the production company. If cancellation notice is less than one week prior to the event, then 100% is payable by the production company. If the event runs over the agreed time allocated, the daily fee structure above applies.

All filming must be complete and the Observatory returned to normal condition at least two hours before any programmed public events.

All payments are non-refundable and the event non-transferable with the exception that the event is cancelled by Kielder Observatory due to extreme weather conditions making the Observatory inaccessible.

## **CHECKLIST OF DOCUMENTS**

1. Location Agreement
2. Risk Assessment and Method Statement
3. Evidence of insurance
4. Filming licenses
5. List of personnel on site
6. Inclusion of Kielder Observatory staff and/or visitors (Y/N)
7. Programme script/synopsis (for commercial productions)
8. Deposit (for commercial productions)



## LOCATION AGREEMENT

Name of organisation requesting access (you/your):

Address of access provider (we/us):

Date:

Re: NAME OF PRODUCTION (working title of “the Programme”)

We agree to allow **COMPANY NAME** (you/your) access to film for the Programme which CHANNEL/BROADCASTER (“Broadcaster”) has commissioned you to make. This document, the attached Standard Terms and the filming policy form the agreement (the “Agreement”) by which we allow you access to film the agreed Location and where applicable, our staff/sub-contractors and operations, as specified below.

<b>Programme description</b>	
<b>Nature of the access to be provided by us (“Access”)</b>	
<b>Location name/address for access (“Location”)</b>	Kielder Observatory, Black Fell, Kielder, Northumberland
<b>Access period (“Access Period”)</b>	Date: Time:
<b>Special Terms: Specific Filming Requirements</b>	

Please confirm your agreement by signing the enclosed copy of this document and return it (with the Standard Terms attached) to [admin@kielderobservatory.org](mailto:admin@kielderobservatory.org)

SIGNED:..... NAME:.....

POSITION:..... DATE:.....

EMAIL OF CONTACT PERSON:.....

MOBILE NUMBER OF CONTACT PERSON:.....

## STANDARD TERMS

### 1. CONSIDERATION

In consideration of the mutual exchange of obligations set out in this Agreement, you and we agree to the terms of this Agreement.

### 2. ACCESS

We grant you the rights to enter the Location and to film, photograph and record all or any part of the interior and the exterior (including signage) of the Location for the purposes of the Programme and for such purpose to bring onto and into the Location such persons and equipment as you may deem appropriate and as agreed with us in advance.

This Agreement will also apply to any filming carried out before the date of this Agreement and any extensions of the Access Period agreed by you and us if filming overruns.

### 3. RIGHTS

We grant you the rights to the Programme. All material (including but not limited to film, immersive capture, audio, still images) recorded by or on behalf of you further to the Access provided for the purposes of the Programme (the "Footage") may be used and exploited in all media known now or in the future throughout the world in perpetuity only for the purposes of the specified Programme.

You shall have no obligation to us to include any or all of the Footage you record under this Agreement.

You must tell us if you require copyright works at the Location that are owned by third parties to be filmed and we will obtain relevant permissions if needed.

We retain all underlying rights to any Footage created by us and provided to you for the purposes of the Programme. We grant you a non-exclusive license to use any such Footage only for the purposes of the Programme.

### 4. WARRANTIES

You warrant that:

- you have the power and authority to enter into this Agreement;
- the Programme and the Footage will be used in a manner that is consistent with the Broadcaster's editorial guidelines and/or the Ofcom Broadcasting Code, as applicable; and
- you will comply with all relevant legislation and regulations, and
- you and your staff/sub-contractors will not bring us into disrepute.

We warrant that:

- we will obtain any necessary agreement to film our staff/sub-contractors and other persons.
- we have the power and authority to enter into this Agreement, to grant the rights which are expressed to be granted hereunder and to perform our obligations.

## **5. LIABILITY**

Where damage to any of our property is caused directly by your negligence, you will make good, or pay the reasonable cost of making good, the damage up to five million pounds sterling, provided we notify you at the earliest opportunity and, in any event, within 7 days after the Access Period.

Neither party shall be liable for lost profits, loss of opportunity or any other consequential or indirect loss.

Neither party excludes or limits liability for death or personal injury caused by negligence or wilful default.

## **6. CONFIDENTIALITY**

You will not without written approval from us disclose any details or information (other than to your staff/sub-contractors on a need-to-know basis) about the Programme or this Agreement.

We will not carry out any advertising or promotional activity that may imply endorsement by you or the Broadcaster; nor use our or Broadcaster trade marks at any time (e.g. Programme title, logo); nor make reference to you or the Broadcaster in any published material without the prior written consent of you or the Broadcaster, respectively.

## **7. DATA PROTECTION**

To the extent that materials (including archive footage, photographs and/or research) provided by us depict any identifiable individual(s), we warrant that we have complied with our obligations to those individuals under the General Data Protection Regulation.

## **8. GENERAL**

This Agreement consists of the Filming Policy, Location Agreement and Standard Terms and constitutes the whole Agreement between you and us relating to the Access and cannot be varied unless in writing and signed by or on behalf of you and us.

Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other.

You are not entitled to assign or dispose of your rights and obligations under this Agreement.

We shall be entitled to assign the benefit of this Agreement provided we remain liable for our obligations.

This Agreement is governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts applies.