

Victoria Place Property Management (Newport) Ltd



May 2006.

Dear Sir.

With reference to your enquiry to film in Victoria Place, please find attached a price list and our terms and conditions regarding production within Victoria Place, Newport.

As you are aware Victoria Place has been used in the past for several film productions, Carrie's War, House of Elliot to name a few.

We try to offer a complete service rather than just a street and we look forward to assisting you with your production requirements.

I would ask that you read the T&C's, I do not believe they are complicated, but they do help keep us all on the same page, ensuring that our collaboration in this production is productive and uneventful.

I look forward to working with you and your team, if you have any questions or require something that possibly only local knowledge could help with, please contact me.

Assuring you of our co-operation at all times

For and on behalf of Victoria Place property Management (Newport) Limited

Bryan Richards
Company Secretary

Victoria Place Property Management (Newport) Ltd



Commercial Photographic and Filming charges. Prices on request

North or South side Resident blocks

External Photographs*

Per hour/or part:	£
Per day	£

Internal photographs**

Per hour/or part:	£
Per day	£

North or South side Resident blocks

External Photographs with right of way restricted***

Per hour/or part:	£
Per day	£
Average hourly charge from South Wales Police	£60 per hr per officer

North or South side Resident blocks

External Filming right of way restricted***

Per hour/or part:	£
Per day	£
Average hourly charge from South Wales Police	£60 per hr per officer

Internal Filming**

Per hour/or part:	£
Per day	£

* Please note: photograph will only be of house fronts as seen from the pavements

** Please note: internal photographs will be with the kind permission of the resident of the apartment,

*** Please note: "right of way restricted" means with the co-operation of the local police, diverting traffic from the street for the duration of the shoot.

NB: VPPM Ltd **CANNOT** guarantee that permission will be given for internal photography or filming nor can we guarantee local police permission to restrict "right of way" without suitable notice.

Please note: This price guide is subject to change or amendment without notice, and is current at the time of any agreement

Victoria Place Property Management (Newport) Ltd



Terms and Conditions for Location Hirers

Within these Terms and Conditions a film or photographic production company, or event company, will be referred to as "The Hirer", and the location owner, VPPM Ltd will be referred to as "the company", or "VPPM Ltd".

VPPM Ltd will only deal with bona fide film and photographic and event production companies and, for security reasons, we will ask for references before arranging a visit to the property we represent

VPPM Ltd will provide free of charge in the first instance hi-res digital photos of Victoria Place to be used ONLY and for no other purpose than to demonstrate to potential location hirers, Victoria Place. The CD-ROM provided will at all times belong to the company and the digital images contained therein remain the copyright and intellectual property of the company and cannot be reprinted or distributed in part or whole without the expressed permission of the company

VPPM Ltd will charge a deposit fee of £250 for any confirmed booking of a day, consecutive days and/or weeks. This fee is payable prior to the commencement of the shoot or event. The hire period cannot commence until this fee has been received.

The agreed location fee will also be paid to VPPM Ltd prior to the commencement of the shoot or event. The hire period cannot commence until this fee is received.

Location fees are normally calculated on the basis of a ten-hour day commencing at 8.00am and concluding at 6.00pm. Overtime will apply after 6pm and will be charged at a negotiated rate and be subject to availability. All location overtime will be invoiced by VPPM Ltd and will be subject to payment within fourteen days.

Night time shooting is open to negotiation, using the time of shoot, the estimated duration and an inconvenience factor to residents and local authorities

Preparation days, strike days and damage reinstatement days required at the location will be charged at 50% of the original day hire rate. All invoices for additional fees are subject to payment within fourteen days.

The location rental will be subject to a contract provided by the VPPM Ltd and entered into by the Hirer and VPPM Ltd. The Hirer will also provide documentary evidence of their public liability insurance and completed a FULL written risk assessment. VPPM Ltd will reserve the right to abort the hiring if the Hirer fails to produce this without financial penalties.

These T&C's are subject to change and/or alteration without notice, but current at the time of any agreement

Victoria Place Property Management (Newport) Ltd



Contract for the Hirer

(A) Victoria Place Property Management (Newport) Limited, is solely interested in managing the affairs of Victoria Place for the residents of Victoria Place, and is the sole contact point for any and all correspondence regarding filming or photography in Victoria Place

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Booking Form" means the list of details which are necessary to provide the Services and book the Location as set out in Schedule 1;

"Fee" means: (1) the sum of £250 in respect of confirmed bookings (in accordance with Schedule 2); and/or(2) the sum of £ [see price list] in respect of the hiring charges in respect of the Location.

"Location" means the location address, an individual apartment as so stated in the booking form and/or the location of "Victoria Place", which is referred to in the Booking Form at which the Services will be provided.

"Services" means the provision of services by VPPM Ltd to the Hirer by seeking and arranging locations so that the Hirer may undertake a photographic shoot on the property in question ("the Services")

1.2 Words denoting the singular number only shall include the plural and vice versa and words denoting the masculine shall include the feminine and vice versa.

1.3 The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

2. Provision of Services

2.1 The Hirer and VPPM Ltd agree that VPPM Ltd shall supply the Services, as set out in Clause 4, in consideration of the payment of the Fee by the Hirer, and upon the terms and conditions of this Agreement.

2.2 This Agreement shall come into effect upon the date of this Agreement.

Victoria Place Property Management (Newport) Ltd



3. Payment

3.1 In consideration of VPPM Ltd providing the Services to the Hirer, the Hirer shall pay the Fee to VPPM Ltd.

3.2 For the avoidance of doubt, until such time as the Location is confirmed in accordance with Clause 4.5, no Fee shall be due from the Hirer to VPPM Ltd.

3.3 Payment for the Services and any other amounts due under this Agreement shall be made by the Hirer to VPPM Ltd within a period of 28 days from the date of an invoice rendered by VPPM Ltd.

3.4 If the Hirer fails to make payment of the Fee on the due date then, without prejudice to any other right or remedy available to VPPM Ltd, VPPM Ltd shall be entitled to charge interest from the due date for payment at the rate of 28% per annum as Barclays Bank plc from time to time until payment is made in full (including interest).

3.5 Additional Costs: VPPM Ltd reserve the right to make an additional claim for electricity used over and above the normal monthly/quarterly consumption. This claim could be delayed as much as 90 DAYS AFTER completion of a photographic shoot/filming.

4. Booking

4.1 The Hirer shall submit a request in writing to VPPM Ltd for VPPM Ltd to understand the work entailed for a photographic shoots or filming and to approach the owner of the location, such notice setting out its requirements in reasonable detail.

4.2 Upon receipt of such a request VPPM Ltd shall use its reasonable endeavours to satisfy the requirements of the Hirer, which shall include liaising with the proprietors of the location(s) in the case of internal filming.

4.3 Upon VPPM Ltd obtaining details of the relevant/suggested location(s) and supplying them to the Hirer, in the case if internal filming, the Hirer shall, if it wishes to proceed, confirm in writing that VPPM Ltd should reserve an option on the Hirer's behalf ("the Option") on the Location for the required date.

4.4 If for any reason the Option cannot be granted by the proprietor of the Location, VPPM Ltd shall not be responsible for any loss, damage, costs, expenses or other claims for compensation which arise out of the failure to grant the Option.

4.5 Upon the granting of an Option, the Hirer shall confirm the Option by completing the Booking Form and signing a letter of confirmation on the terms set out in Schedule 2 at least 48 hours prior to the date of the photographic shoot ("the Booking Date").

Victoria Place Property Management (Newport) Ltd



4.6 VPPM Ltd reserves the right, at no cost to VPPM Ltd, to re-allocate the Option to other Hirers if the Hirer fails to confirm the Option in accordance with Clause 4.5.

4.7 Hiring of equipment and services from VPPM Ltd. VPPM Ltd use a number of local companies in the supply of equipment and services, and VPPM Ltd with sufficient notice, can arrange the hire of equipment and services required, as listed in the booking form. VPPM Ltd cannot give any assurances that the local company can and will comply with requests or have the equipment or services to hire.

4.8 VPPM Ltd cannot be held accountable or liable for the failure of hired equipment, or the "no show" from the hire company for equipment and/or services.

4.9 A separate invoice with details of equipment/services hired will be forwarded to the production company and payment is required within 28 days. This is unavoidable due to the number of service that might be used and that VPPM Ltd will not have the total costs to include in the final invoice.

5. Cancellations

5.1 Any confirmed booking that is cancelled by the Hirer more than 48 hours before the Booking Date shall incur a charge of 50% of the Booking Fee payable by the Hirer to VPPM Ltd.

5.2 Any confirmed booking that is cancelled by the Hirer less than 48 hours before the Booking Date shall incur a charge of 75% of the Booking Fee payable by the Hirer to VPPM Ltd.

5.3 Any confirmed booking that is cancelled by the Hirer less than 24 hours before the Booking Date shall incur a charge of 100% of the Booking Fee payable by the Hirer to VPPM Ltd.

5.4 VPPM Ltd has the right to suspend and possibly CANCEL any and all operations, activities and any other act, if in the opinion of the Named Responsible Person for VPPM Ltd, unsafe acts are or about to take place, or adequate risk assessments have not been completed, or risk assessments are not being complied with, or there is a danger to life, limb and property.

5.5 If in the case of 5.4 production is halted or cancelled then the FULL fee is payable. Any continuation of hire of the location(s) beyond the agreed dates and time as per the Booking Agreement, will be charged as per price list and the costs will be added to the final invoice.

5.6 If production is cancelled due to an omission by the production company, then all costs incurred for services provided regardless if used or not, become the liability of the production company and NOT VPPM Ltd

Victoria Place Property Management (Newport) Ltd



6. Responsibilities/Obligations of the Hirer

6.1 VPPM Ltd shall have no liability to the Hirer for any loss, damage, costs, expenses or other claims for compensation arising from any act or omission of the Hirer, the proprietors of the Location or any third party.

6.2 Any valuables or equipment left by the Hirer at the Location is at the Hirer's own risk.

6.3 The Hirer shall be responsible to Victoria Place Property Management Limited & the proprietor of any and all locations used, for any loss, damage, costs, expenses or other claims for compensation arising from any act or omission of the Hirer or any persons present on the photographic shoot. Any loss, damage, costs, expenses or other claims for compensation which arise pursuant to this Clause 6.3 shall be added to your final invoice.

6.4 Collections and deliveries to the Location shall be agreed in advance between the Hirer and the proprietor of the Location notifying VPPM Ltd. You may be charged by the proprietor of the Location for any inconvenience caused.

6.5 The Hirer agrees to **maintain and produce** adequate public and employer's liability insurance against accident, injury to employees and third parties, third party loss, damage and all other risks normally insured against by others carrying on a similar business.

6.6 The Hirer shall indemnify and keep indemnified VPPM Ltd against any loss, damage, costs, expenses or other claims for compensation arising from any act or omission of the Hirer or any persons present on the photographic shoot, in respect of the location or the property of the proprietor of the location.

6.7 Any alterations made to any location and/or property cannot be carried out prior to shoot unless permission has been requested in writing and granted. Photographs of the said property must be taken prior to the alteration being carried out and at the conclusion of the shoot the property must be restored in full and to the satisfaction of VPPM Ltd & the location owner.

6.8 The Hirer will leave the location at the end of production in the same or better state than it was found. This means the Hirer will remove ALL rubbish, waste – food or other wise, any items used in the production, props that have no or little value and any other items brought to the locations or used in the location(s) by the productions company for the sole purpose of the film production.

6.9 In the case of Clause 6.8 not being to the satisfaction of VPPM Ltd, the location will be cleaned, rubbish and unwanted items removed to restore the location to its original state prior to the production and the charge will be added to the final invoice as clause 6.3.

Victoria Place Property Management (Newport) Ltd



7. Force Majeure

7.1 VPPM Ltd shall not be liable to the Hirer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of VPPM Ltd obligations in relation to this Agreement, if the delay or failure was due to any cause beyond VPPM Ltd reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond VPPM Ltd control, act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of VPPM Ltd or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

8. Confidentiality

8.1 Neither party shall divulge or communicate to any person (other than those whose province it is to know the same or with proper authority) or use or exploit for any purpose whatever any of the trade secrets or confidential knowledge or financial or trading information relating to the other parties which the relevant party may receive or obtain as a result of entering into this Agreement.

8.2 The restriction in clause 8.1 shall continue to apply after the expiration or sooner termination of this Agreement, but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the party so restricted.

8.3 VPPM Ltd reserves the right to advertise the involvement of the location "Victoria Place" in any literature and/or on the "Victoria Place" web site with the production company. Details of the content to be by mutual consent between VPPM Ltd and the production company.

9. Further Assurance

9.1 Each party undertakes to do all things reasonably within his power (including executing further deeds and documents) which are necessary or desirable to give effect to the spirit and intent of this Agreement.

10 Successors and Assignees

10.1 No party shall assign or transfer or purport to assign or transfer any of his rights or obligations hereunder without the prior written consent of the other party.

10.2 This Agreement shall endure for the benefit of and be binding on the respective successors in title, personal representatives and permitted assigns of each party.

10.3 This Agreement terminates upon payment of the Fee in respect of the last Part as set out in clause 3 of this Agreement.

Victoria Place Property Management (Newport) Ltd



11. Dispute Resolution

11.1 If any dispute between the parties should arise in connection with this Agreement or any associated agreement entered into pursuant to this Agreement, they shall use all reasonable endeavours to resolve the matter amicably. If one party gives the others notice that a material dispute has arisen and the parties are unable to resolve the dispute within 28 days of the service of the notice, then the dispute shall be referred to the respective Managing Directors of the parties. No party shall resort to litigation or arbitration against the others under this Agreement until 28 days after the referral. This shall not affect a party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar court order to enforce the obligations of the other party.

11.2 All disputes or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of it, which are unresolved by the Managing Directors of the parties pursuant to clause 7.1, shall be referred to the President (or other acting senior officer for the time being) of the Law Society who (or in default of the President such other acting senior officer for the time being) shall then nominate a member of the Law Society to act as the arbitrator, under the Arbitration Act 1996 as amended from time to time.

12. Notices

12.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class recorded delivery post. The address for service of each party shall be his address stated above or any other address for service previously notified to the other parties.

12.2 A notice shall be deemed to have been served:

- (a) if personally delivered, at the time of delivery;
- (b) if faxed, upon confirmation of the completion of a successful transmission; or
- (c) if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.
- (d) if emailed and confirmation by SMS text.

13. General

13.1 Each of the parties warrants its power to enter into this Agreement and that it has obtained all necessary approvals to do so.

13.2 Any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties.

Victoria Place Property Management (Newport) Ltd



13.3 Each provision of this Agreement shall be construed separately and notwithstanding that any such provision may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

13.4 This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights which have already accrued to any other parties.

13.5 This Agreement sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to its subject matter.

13.6 The Hirer shall have no power to bind VPPM Ltd or to pledge its credit.

13.7 Nothing in this Agreement shall constitute a partnership or joint venture between the parties.

13.8 This Agreement shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the High Court of Justice of England and Wales.

14. Health and Safety

14.1 At all times ALL current HSE policies and procedures for H&S must be followed and complied with.

14.2 The Hirer will ensure that a detailed risk assessment has been completed in writing to the satisfaction of VPPM Ltd and all parties and persons are aware of the risk assessment and are obliged to comply with that risk assessment.

14.3 At all times clause 6.5 & 6.6 are in force

14.4 An accident, injury or damage to the location, property or equipment occurring as a result of an action or sequence of events unforeseen, will be the liability of the Hirer.

14.5 **Special Effects:** All special effects must be proven to be safe and a site safety meeting prior to the event **MUST** take place to advise **ALL** parties and location owners.
PLEASE NOTE: Failure to comply with this clause WILL result in a delay as shooting will be SUSPENDED until such time as ALL H&S concerns are satisfied.

14.6 All electrical, mechanical and lifting equipment must have current test certificates and must be produced on request **BEFORE** use.

14.7 A First Aider or the like, must be present during the shooting, supplied by the Hirer. A Fire Marshal trained in basic fire fighting must also be in attendance with fire fighting equipment