

**APPLICATION FORM FOR BROADCAST OR COMMERCIAL FILMING
OR PHOTOGRAPHY FACILITIES ON WEST MIDLANDS TRAINS
PROPERTY**

Production Company: _____

Address: _____

_____ Post Code: _____

Telephone No: _____ Fax No: _____

Programme/Series title: _____ Production No: _____

Producer: _____ Unit Contact: _____

Please arrange the following facilities for this production:

West Midlands Trains location(s): _____

Date(s) required: _____ Time & Duration: _____

Brief description of scenes required (attach further pages as necessary):

Additional features: _____

Please give details of special equipment of props (Lights, smoke, towers etc.) that may be used (attach further pages as necessary):

Total size of unit on location: No of people: _____ No of cars: _____ Van or HGV: _____

Name and address of insurers: _____

Policy Number: _____ Date of expiry: _____

I/We agree to pay the facility fees as levied and agree to the conditions under which permission is granted. Enclosed is a copy of the script, outline of shots required and copy of a valid public liability insurance certificate (see guidance notes).

Signed: _____ Date: _____



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West Midlands Trains

GUIDANCE NOTES FOR FILMING AND PHOTOGRAPHY

These notes are issued to guide advertising, photographic and film/video production companies applying to work at a West Midlands Trains location.

APPLICATION

West Midlands Trains requires AT LEAST 14 days notice for each application.

Requests to film videotape or photograph will only be considered on receipt of a completed application form by West Midlands Trains' Corporate Affairs (address shown on page 1/8). The form may be returned to West Midlands Trains' Corporate Affairs department by email but must be confirmed by the post within 48 hours.

FACILITIES

West Midlands Trains can offer the following filming opportunities:

- on West Midlands Trains station premises (including platforms)
- aboard West Midlands Trains' passenger trains

The easiest facility to arrange is straight filming or photography on the concourse and some platforms of a station (leased to West Midlands Trains). However, it must be accepted that any facility offered by West Midlands Trains will be secondary to its principal activity of providing a safe, modern transport system for the millions of daily passengers.

Where permission is given to photograph or film in a passenger area, all production company personnel and artists (where appropriate) must not obstruct any railway or passenger access routes.

Filming or photography may be restricted to times when passenger numbers are at a minimum.

FILMING ON LINESIDE

This facility MUST BE arranged through Network Rail.

FILMING ON TRAINS

Filming is not permitted on "service" trains (leased to West Midlands Trains) where fare-paying passengers are occupying seats. Where the script includes scenes inside a moving passenger coach, it may be possible to allocate a minimum of half a coach to the filming unit thus isolating the crew and artists from the travelling public. As this area of the coach will be reserved for filming purposes, a charge will be levied over and above the facility fee. The fee will include West Midlands Trains' costs for this facility.

Shooting in the front or rear cab of a train is strictly controlled, is severely limited and will require special permission which is rarely given.



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EXTRA FACILITIES

Additional facilities may be offered where available such as additional locomotives and coaches, etc. Each extra requirement will incur an additional cost which will be passed on. Advice can be obtained from West Midlands Trains' Corporate Affairs department.

FILMING PERMITS

A permit will be issued at the discretion of West Midlands Trains' Corporate Affairs team and other relevant authorities, providing arrangements do not disrupt normal daily railway operations.

The permit must be carried at the location and must be available for inspection by the British Transport Police and SER representative at all times.

RECONNAISSANCE

In all cases experience has shown that time spent on a reconnaissance before submitting a written application is an advantage.

SCRIPTS

The West Midlands Trains Corporate Affairs team requires a copy of the script or treatment to accompany the application form.

FEES AND PAYMENT

Location Fees

The basic fee per hour for the use of a location only is between £500 (for a one man, no travel shoot) to over £1200 plus (for a multiple person shoot with travel). This includes the attendance of a West Midlands Trains representative. Where a location requires further personnel to be in attendance or where additional facilities are to be provided then the fee will be amended to reflect this additional cost.

The company applying for facilities will be advised whether the request is possible and the approximate fee before final arrangements are made.

All cheques must be made payable to "West Midlands Trains"

Cancellation Fee

There will be a cancellation charge of 10% of the advised location fee PLUS all West Midlands Trains' costs incurred to date if the arrangements are cancelled within 24 hours of the date requested.

INSURANCE AND INDEMNITY

All applications are required to indemnify against any claims that may arise as a result of an accident or damage to persons or property in any way whatsoever and to support this by an insurance policy for £1 million per incident. A letter from the applicant's insurers or their broker confirming their current insurance cover as required by West Midlands Trains must



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be produced for examination at least one day before filming or photography takes place. West Midlands Trains may also require sight of a copy of the policy.

CANCELLATION

It must be stressed that West Midlands Trains can only offer these facilities in the good faith that they will be available on the date and time requested. However, railway security, safety and operational requirements or building and development work may necessitate the postponement or cancellation of all or part of an assignment at short notice. In this event West Midlands Trains cannot accept any responsibility for any costs, expenses or losses incurred and advise the production or photographic company to insure themselves against any such eventuality.

In the event of a cancellation of permission or facilities by West Midlands Trains all fees and costs incurred for the period of cancellation shall be waived.

WEST MIDLANDS TRAINS

It should be clearly understood that all West Midlands Trains establishments are private property and West Midlands Trains has the right to refuse entry and to prosecute any person(s) who do not have the right to be on its property (leased from Network Rail or other organisations/companies) and who are thereby trespassing. A permit issued by West Midlands Trains' Corporate Affairs Dept constitutes permission to be on its property.

ENQUIRIES

Enquiries can be made by email, letter or telephone to:

Press.office@wmtrains.co.uk

Corporate Affairs Team
West Midlands Trains
2nd Floor
134 Edmund Street
Birmingham
B3 2ES

Tel: 03300 955150



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CONDITIONS UNDER WHICH PREPARATION AND FILMING MAY TAKE PLACE

1. ALL work must be carried out under the supervision of West Midlands Trains staff. At no time must the production company's personal attempt to carry out work until it has been cleared by a West Midlands Trains representative.
2. All personnel who are working with or on behalf of the film company, must at all times be at least **six feet six inches** away from the edge of the station platform.
3. All pieces of equipment (i.e. lights, cameras, scenery, etc.) must at all times be at least **six feet six inches** away from the edge of the station platform, this applying particularly to any telescopic equipment (e.g. camera dollies and microphone booms).
4. All ladders and high equipment must be of wooden construction.
5. Any scenery must be brought on to the station in a flat state and then assembled under supervision.
6. The area in which the filming is to take place must be clearly marked on the station concourse/platform in order that the safety regulations regarding overhead electric wires are conformed to.
7. Access must be available at all times to customers and staff, into and out of public areas and West Midlands Trains staff offices.
8. All film company personnel must be fully briefed on the safety regulations regarding working on railway property, with special attention to the 750 volts third rail equipment and therefore the safety of the public, crew and railway staff.
9. Before shooting a scene the director of cameraman must ascertain with a West Midlands Trains member of staff that any intended movement of the camera, sound equipment, lights or props does not affect the safety of the third rail equipment and therefore the safety of the public, crew and railway staff.
10. The company must nominate a 'responsibility representative' to oversee all activities and to liaise with West Midlands Trains' staff regarding all aspects of safety.
11. Vehicles are restricted to the road way into and out of the station and must not park or un-load on the concourse due to a weight restriction in that area.
12. If at any time the company is seen to be infringement of any of the above conditions, has the authority to stop the filming at once.

AGREED ON BEHALF OF _____

DATE: _____



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TERMS AND CONDITIONS

1. DEFINITION

In these conditions the following expressions shall have the meanings assigned to them unless the context requires otherwise:-

- 1.1 “the company”: West Midlands Trains
- 1.2 “the licensee”: the person given permission by the Company under the contract to carry out the work
- 1.3 “the Contract”: the agreement made between the Company and the Licensee incorporating these conditions and any amendments agreed thereto for the grant of the Licence by the Company to the Licensee
- 1.4 “the Licence”: the permission given by the Company to the Licensee for the purposes of carrying out the work
- 1.5 “the work”: filming video-taping or photographing and ancillary activities on the Company's premises pursuant to the contract.
- 1.6 “the Licence Fee”: the charges payable by the Licensee to the Company for the Licence calculated in accordance with Condition 5
- 1.7 “The Facility Fee”: the charges payable by the Licensee to the Company in respect of any assistance services or facilities that may be provided by the Company and determined in accordance with Condition 3
- 1.8 “the Licence Period”: the duration of the License determined in accordance with Condition 2.2
- 1.9 “the Site”: the area of land place or premises in respect of which the Company grants permission to the Licensee to carry out the work
- 1.10 “the Representative”: any officer of the Company assigned to Liaise with the Licensee for the purposes of the Contract

2. THE LICENCE

- 2.1 The Company shall grant the Licence to the Licensee in consideration of the payment to the Company of the Licence Fee and if applicable the Facility Fee subject to the conditions herein and any amendments agreed thereto
- 2.2 The Licence Period shall be deemed to have commenced on the date and at the time that the Licensee or its servants or agents arrive on the Site and begin preparing for the Work and shall be deemed to have ended when the Licensee has completed the Work cleared its plant and equipment from the site or left the site whichever shall reasonably seem to the Company to be the most appropriate in the circumstances
- 2.3 The Licensee may only carry out the Work within the confines of the Site and may only move to other areas with the prior permission of the Representative and shall strictly adhere to any time limits specified by the Company within which the Work may be carried out

3. FACILITIES AT THE SITE AND FACILITY FEE

- 3.1 The Company does not undertake to provide any services or facilities at the Site whatsoever including without prejudice to the generality of the foregoing lighting electricity gas water supervision car parking accommodation look out protection or service trains/coaches
- 3.2 The Licensee may request the provision of services and facilities at the Site upon terms to be agreed



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3.3 The Licensee shall pay a reasonable amount for any services and facilities provided by the Company but in the event of any dispute as to the proper amount payable in respect thereof the Company's decision shall be final

3.4 The Facility Fee shall be paid within twenty-eight days of receipt of invoice

4. ATTENDANCE

4.1 Under no circumstances shall the Licensee prepare for or carry out any part of the Work without the Representative or his authorised representative being present throughout

4.2 The Licensee shall at all times whilst on the Company's premises obey the instructions and directions of the Representative or such other person as he may appoint or any of the Company's managers or senior staff

5. THE LICENCE FEE AND MINIMUM PAYMENT

5.1 The licence Fee shall be calculated on the basis of the Company's prevailing hourly rate for filming and photographing on their premises and the licensee shall be charged for each hour or part hour that it is on the Company's premises pursuant to the Licence save for breaks in the Work at the end of each day where the Work continues over two or more days and such other allowances as the Company may in its discretion give

5.2 The Licence Fee shall not be deemed to include and the Licensee may be required to additionally pay for the following items:-

- (i) travelling fares for the Representative to and from his office and the site
- (ii) Public Liability insurance up to a limit of £1,000,000 unless the Licensee already has such insurance
- (iii) Costs of cleaning and tidying the Site after completion of the Work

5.3 A minimum Licence fee of such amount as may be current at the date of the grant of the Licence shall be payable by the Licensee irrespective of the length of the Licence Period ("the minimum fee")

5.4 The Licence Fee shall be payable as follows:

- (i) the greater of either one third of the Licence Fee determined on the basis of the estimated Licence Period or the minimum fee on or before the date of the Contract
- (ii) the balance within twenty-eight days of the receipt of invoice

The Company reserves the right to prohibit admission to the Site until item (i) has been paid

6. INTEREST FOR LATE PAYMENT

The Company reserves the right to charge interest on a daily basis at the prevailing base rate for the time being of Barclays Bank PLC in respect of any unpaid sums from the date upon which they become payable to the date when payment is received by the Company

7. LOOKOUT PROTECTION

The Licensee shall not carry out the work or any activities relating thereto in the vicinity of running lines without there being lookout protection provided by the Company throughout

8. OPERATIONAL CONTINGENCIES

8.1 The Company shall use their reasonable endeavours to make available the site and agreed facilities on the dates and times agreed but the Licensee acknowledges that the Company's priority is operating their railway and in the event of intervening occurrences or matters relating to railway security or any other reasons affecting the safe and efficient operation of the Company's railway which in the Company's opinion require suspension or termination of the Licence the Company shall be

entitled to suspend forthwith or terminate the Licence as it thinks fit and or any of the agreed facilities whether or not the Work has commenced

8.2 Subject to Condition 12.2 in the event of:-



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- (i) termination of the Licence by the Company during or before the Licence Period the Company shall return the minimum fee and waive the Licence Fee unless the Work has been substantially completed in which case the Company shall make allowance against the Licence Fee
- (ii) Suspension of the Licence by the Company during or before the Licence Period the Company shall make allowance for any inconvenience and losses thereby suffered by the Licensee up to a limit of nine tenths of the Licence Fee
- (iii) Withdrawal of any agreed facilities the Company shall reduce the Facility Fee by such amount as it considers appropriate

8.3 The Company shall not be responsible or held liable for any losses damages costs or expenses whatsoever in the event of termination or suspension of the Licence under this condition except to the extent provided for in 8.2

9. OTHER ISSUES

The Licensee shall cause as little inconvenience as possible to the Company's customers staff and other users of the Site and shall ensure that any instructions of the Company's staff and representatives are obeyed and complied with at all times and shall take reasonable precautions and steps to ensure the safety of the Company's staff customers and other visitors on or near the site or such other place on the Company's premises as the Licensee may be working

10. SIGNS

The Licensee shall not alter amend cover or remove any signs lights hoardings safety apparatus or any other similar equipment on the Company's premises or seal off or in any way divert the Company's customers without the Company's prior written permission

11. SITE PERMIT

A valid permit issued by the Company must at all times be carried and produced for inspection on demand by any British Transport Police Officer or Company representative whenever on the site. The Licensee shall not carry out any of the Work without a valid permit having been issued and available for inspection at all times whilst on the Site

12. TERMINATION

12.1 The Licensee may terminate the Contract subject to existing liabilities and obligations and payment of the following sums to the Company if the termination is:

- (i) upon less than twenty-four hours notice of the agreed start of the Licence Period then the greater of 10% of the Licence Fee or the minimum fee. All costs and expenses incurred by the Company in connection with the Licence to the date of termination shall additionally be payable
- (ii) during the Licence Period then the full amount of the Licence Fee and Facility Fee (calculated on the basis of dates and times supplied by the Licensee)
- (iii) upon giving at least twenty-four hours notice then no fees for location shall be payable

No hours during any Saturday Sunday or Public Holiday shall be taken into account in calculating the amount of notice given to the Company under this Condition

12.2 The Company may terminate the contract without any liability to the Licensee whatsoever and without prejudice to their other rights and remedies upon giving not less than twenty-four hours notice (excluding any hours during Saturdays or Sundays) to the Licensee

13. DAMAGE TO BOARD PROPERTY

The Licensee shall make good or pay the full replacement value or cost of repairs in respect of any damage caused to the Company's premises or property arising out of the presence of the Licensee on the Company's premises pursuant to the Contract

14. INDEMNITY

The Licensee shall be responsible for and will indemnify and keep indemnified the Company their servants and agents against any liability for loss or damage to property (whether or not belonging to the Company) personal injury (whether or not fatal) breach of Copyright and any costs and expenses incurred or suffered by the Board in connection therewith which would not have arisen but for the presence of the Licensee on the Company's premises pursuant to the Contract or the carrying out of the Work SAVE for any loss damage or injury caused by the negligence of the Company their servants or agents



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15. INSURANCE

The Licensee shall take out an insurance policy with a reputable insurance Company to cover for any potential liability under the Contract for not less than £1,000,000 per incident and make available to the Company a copy of the policy upon demand together with a copy of the receipt for the premium paid in respect thereof

16. NOT TO CAUSE DISTURBANCE

Where any part of the Site is occupied as a dwelling house the Licensee shall respect the normal use thereof and the Licensee shall not cause permit or suffer any reasonably avoidable nuisance on or near the Site

17. BAD WEATHER

In the event the prevailing weather conditions prevent the Work from proceeding or use of the facilities on the agreed dates the parties may agree alternative dates for the Licence Period failing which the Contract shall determine without prejudice to any rights obligations or liabilities of either party and the Licence Fee and Facility Fee shall be adjusted fairly and equitably

18. COPYRIGHT

The Company does not warrant that they have the Copyright in any work or material displayed or appearing on their premises

19. USE OF THE SITE

Subject to the other conditions and any agreed amendments thereto the Licensee shall have the right to:-

19.1 make use of the Site as they may reasonably require for the purposes of the Work during the Licence Period including the right to rehearse take still photographs and use the material produced thereby for publicity in respect of the Work

19.2 represent the site as being either another real place or a fictional place according to the requirements of the Work

19.3 incorporate scenes of the Site in the final version of the Work either as a sequence on its own or preceded interlaced or followed by such other scenes as the Licensee may require (including scenes of studio sets representing for the purposes of the Work) the interior of the Site

19.4 exploit and exhibit the Work with or without the scenes photographed at the Site

20. COMPLIANCE WITH REGULATIONS

The Licensee shall ensure that its producers managers and supervisors are conversant with the relevant provisions of the Company's standing instructions known as "Special Requirements of the Company for work by Outside Parties on the Company's land" and the Electricity at Work Regulations (SI 89/635) and in particular with the dangers inherent in working close to overhead electrical wires and near running lines and the protective measures to be taken in these situations and that those regulations are fully complied with at all times by the Licensee's servants and agents

21. OFFENSIVE ACTIVITIES

21.1 The Licensee shall not carry out any activities on or near the Site that may or are likely to offend the Company's customers or any other visitors to the Company's premises. The Company shall be entitled to terminate the Licence forthwith without any liability to the Licensee and without prejudice to their other rights if in the opinion of the Company the Licensee its servants or agents are conducting themselves or carrying out any activities on the Company's premises which may cause offence to a majority of the public

21.2 The Work shall not comprise or consist of material that is disparaging or critical of the Company and the Company shall be entitled to terminate forthwith the Licence if it appears to the Company at any time that there is or has been a breach of this Provision

22. Headings

The headings in these Conditions are for guidance only and not intended to assist in the interpretation thereof

23. ASSIGNMENT

The Licence shall be personal to the Licensee and shall not be capable of assignment