



Old Hill, Chislehurst, Kent. BR7 5NB

Film and Photographic Location Agreement for Chislehurst Caves

An Agreement between..... the 'Hirer' whose
Registered address is..... and

Kent Mushrooms Ltd (Company Number: 00274302) t/a Chislehurst Caves whose registered address is
Caveside Close, Old Hill, Chislehurst, Kent, BR7 5NL the 'Caves'.

By way of this agreement, the Hirer confirms acceptance of the following Terms and Conditions for the hire of the Caves as a location and accepts that any Hirers Location Agreement will not take precedent over this agreement.

On or between the date(s):	(Insert details here or attached as Appendix [])
Schedule of proposed hours:	(Insert details here or attached as Appendix [])

Agreed cost breakdown ¹ :		
Use of the caves and facilities, as stated in Clause 2.1:		
Between the hours of 09.00–17.00, Wednesday to Sunday	____ hrs @ £150per hour	£_____
Between the hours of 08.00–09.00 or 17.00–20.00	____ hrs @ £200per hour	£_____
Any use from 08.00–20.00, Sunday to Tuesday	____ hrs @ £200per hour	£_____
Outside the hours of 08.00 – 20.00	Additional rate £_____	£_____

Use of the additional facilities:	
Basement storage and changing area	Additional rate £_____
Use of the Café seating area and the provision of catering	Additional rate £_____
Additional car park for extra location space and catering	Additional rate £_____
Remote Location Base	Separate Agreement
Out of hours delivery of props, set dressing etc. with no cast or crew on site	Additional rate £_____

Agreed sum for hire Period¹: £ _____ + VAT

¹ Full payment of the Agreed sum for hire period must be made and cleared before the hire period commences. Any additional requirements that arise during the term of the hire, which incur an additional cost not covered by the original agreed fee will be invoiced on a daily or weekly basis, dependent on the duration of the agreement and must be paid within seven (7) days.

1. Insurance

- 1.1 To provide a copy of the Hirers Public Liability Insurance before the hire period commences.
- 1.2 All persons appointed to act on behalf of or employed by the Hirer, will use the Caves premises under the Hirers insurance and the Hirer will be responsible for the control, safety and welfare of all such persons.

2. Payment Terms

- 2.1 That the use of the Caves includes, Car Parking (lower car park); toilet facilities; bins for the disposal of domestic rubbish in bags; and barrows for the transporting of equipment.
- 2.2 All rates and services are liable to VAT at the rate current at the date of hire.
- 2.3 There is a minimum hire period of 2 hours between 09.00–17.00, Wednesday to Sunday. Should any part of the hire period fall outside of those hours or days the minimum hire period is four hours.
- 2.4 Rates are charged by the half hour or any part thereof, i.e. 12.00–14.15 equals two and a half hours.
- 2.5 The chargeable period runs from the agreed start time until the last of the Hirer's staff leaves the premises and Cave staff are able to lock the gates to the car park.
- 2.6 Failure to completely vacate the premises including the car park by the agreed times will incur additional charges.
- 2.7 Full payments of the Agreed sum for hire period must be made and cleared before the hire period commences. Payment can be made by cash, Debit or Credit card and cheque (which must clear before the start of the hire period).
- 2.8 Any additional requirements that arise during the term of the hire, which incur an additional cost not covered by the original Agreed sum for hire period fee will be invoiced on a daily or weekly basis, dependent on the duration of the agreement and must be paid within seven (7) days

3. General Terms and Conditions

- 3.1 The use of the premises shall be for filming/photographic purposes only, the hire will in no way constitute a public event.
- 3.2 Any electrical equipment used in the premises must be provided, installed, checked (under current NIEC and Health & Safety regulations), operated and removed by a competent person and must be operated in a responsible manner. Any relevant tests or inspections should have been carried out prior to use. The caves electrical supply is not Residual Current Device (RCD) protected, any distribution boards or electrical outlets provided by the Hirer should incorporate RCD safety.
- 3.3 The use of any inflammable gas or pyrotechnics is strictly prohibited without the express written consent of the Caves.
- 3.4 Flammable liquids must be stored in suitable containers and used with care under the supervision of a suitably qualified specialist. Polystyrene and other plastic foams for sets or props must be self-extinguishing as per current theatre regulations.
- 3.5 The walls of the Caves shall not be damaged, changed, painted or defaced in any way. If the caves are decorated or adapted in any way all work must be reversed on completion to the original condition.
- 3.6 All materials taken into the premises for the Hirer's project will be removed from the Caves and cleared off site on completion and before the end of the hire period.
- 3.7 The premises will be left in a clean and tidy condition and in a timely manner.
- 3.8 Hirers working between 10.00-17.00, Wednesday to Sunday must be prepared to tolerate a small amount of disturbance caused by the tours circulating the caves every hour, with tours having priority through the cave system.

4. Indemnities

- 4.1 Indemnify the Caves to a minimum of £5 Million Pounds Sterling for any liability, loss, claim or proceeding arising and/or initiated under any provisions of the law in respect of personal injury (and/or death) of any person and loss or damage to property caused by their negligence, act, omission or

default of the company or any person for whom they are responsible provided always that the Caves notify the Hirer immediately of any third party claims as soon as they come to the Caves notice and that the Hirer will assume the conduct of any proceedings arising thereof.

- 4.2 Shall without undue delay (and at the Caves election) either make good or pay the proper costs and expenses of making good any damage caused to the premises or to the contents thereof as a result of the hire of the Caves.
- 4.3 Keep the Caves fully and effectively indemnified against any costs, expenses, damages and liabilities arising out of any breach, non-performance or non-observance of the terms of this agreement.

5. Termination

- 5.1 The breach of any of the aforementioned terms or payment not being received in advance of the hire start date are to be considered cause for the termination of the agreement by the Caves.

Signed:

Name:

On behalf of:

Date:

Signed:

Name:

**On behalf of Kent Mushrooms Limited
T/a Chislehurst Caves**

Date: