

# AGREEMENT

BETWEEN BLAST! FILMS  
AND  
TRANSPORT FOR LONDON

Re A SERIES FOR TELEVISION ENTITLED

"ROADS" (working title(WT))

For the Attention of the TBC

Date: 18/6/13

Dear

This letter confirms the agreement between Transport for London of Windsor House, 42-50 Victoria Street, London, SW1H 0TL ("the Contributor") and Blast! Films Limited of 2 Imperial Works Perren Street London NW5 3ED ("the Producer") in respect of the production of a series of programmes (currently 6 x 60 minute documentaries) which the Producer intends (but does not undertake) to produce, for first transmission on the BBC, provisionally entitled, "ROADS" (WT) ("the Series").

## 1. Definitions

- 1.1 "The Series" means the series of 6 x 60 minute documentaries called "ROADS" as set out in further detail in clause 2.1. .
- 1.2 "The Agreement" means this Agreement.
- 1.3 "Production Period" means the period in which the filming and production of the Series shall take place, which shall approximately be from October 2012 to May 2013 (but which can be amended or extended by mutual written agreement) and may also include other specific filming dates agreed by both parties.
- 1.4 "Services" means the services provided by the Contributor to its customers.

## 2. Subject Matter and Nature of the Series

- 2.1 This is a series that goes behind the scenes of Transport for London's surface transport operation, following the traffic controllers, bus drivers, road menders, special police units and other contractors to find out how thousands of transport workers keep London moving.

### 3. Participation and Access

- 3.1 In consideration of the right to contribute to the filming/production of the Series and for all other good and valuable consideration (receipt and sufficiency of which is hereby acknowledged) the Contributor hereby agrees to participate in accordance with the Agreement in the production of the Series, and the Contributor agrees to assign rights, and provide necessary filming access to property and personnel during the Production Period only, as further described below.

#### Access to Property

- 3.2 The Producer will keep the Contributor informed of its filming plans throughout the Production Period. The Contributor hereby grants to the Producer permission during the Production Period, with prior approval not to be unreasonably withheld, to enter any of its properties which fall under its control and to film, photograph and record in all or any part of the interior or exterior. The Producer is hereby authorised to bring onto and into the properties such persons and equipment as the Producer deems appropriate for the purposes of filming, although the Contributor at all times retains the right to act at its discretion, acting reasonably, withdraw the right to film at a location at any time, and to request any persons or equipment of the Producer be removed, where it believes that filming will affect the provision of the Services, or create health and safety or security risks. The Producer shall be entitled to make reasonable use of the heating, water and other facilities at the Contributor's properties.
- 3.3 In the event of an emergency the Producer agrees that on the instructions from the Contributor, filming will be suspended and that the Producer will follow the directions of the Contributor, or emergency personnel.

#### Access to Personnel

- 3.4 The Contributor agrees to use best endeavours to obtain the co-operation of all its departments, employees, contractors and any other relevant personnel.
- 3.5 Further to the access and rights granted in this Agreement, the Producer agrees to obtain all necessary permissions from individuals appearing in the Series as it deems necessary, in accordance with broadcasting regulations.

### 4. Rights

- 4.1 Everything filmed by the Producer pursuant to this Agreement is hereinafter referred to as "The Footage".
- 4.2 The Contributor acknowledges and accepts that all copyright in the Footage is and shall be vested in the Producer. To the extent (if any) that the Contributor holds any copyright or other rights in its contribution to the Footage (other than Intellectual Property already in existence prior to the creation of the Footage), the Contributor hereby assigns the same to the Producer worldwide and in perpetuity. To the extent (if any) that the Footage includes logos, designs or trademarks owned by or registered to the Contributor it hereby grants the Producer a non-exclusive licence to include the same in the Footage. Where any such logo design or trademark is to be given prominent placing within the Footage in a way which could be reasonably viewed as misleading or unfair the Producer undertakes to discuss its removal from the Series. For the avoidance of doubt and subject to the foregoing, no further rights in such logos, designs or trademarks are being given in this clause.
- 4.3 The Contributor hereby gives all consents necessary for the reproduction, exhibition, transmission and broadcast (including publicity) of the Series by all means and in all media throughout the world in perpetuity without further obligation to the Contributor.
- 4.4 The Contributor agrees that the Producer shall be entitled to cut, edit, copy and translate the Footage as it deems fit in order to produce the Series in accordance with current broadcasting regulations (which include obligations of fairness) and the Producer shall not be obliged to include all or any part of the Contributor's contribution in the Series.
- 4.5 The Contributor hereby irrevocably waives the benefit of and agrees not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction.
- 4.6 The Contributor hereby irrevocably grants to the Producer the right to issue and to authorise others to issue publicity relating to the Contributor's contribution in the Series in connection with the advertising, publicising, promotion and exploitation of the Series. The Producer will use reasonable endeavours to inform the Contributor about publicity material for the Series in advance.
- 4.7 It is agreed and acknowledged that final editorial control of the Series shall remain and vest in the Producer and ultimately in the BBC.

## 5. Exclusivity

- 5.1 The Contributor undertakes not to grant or provide access of a similar nature to that provided hereunder to any other television or film producer or broadcaster of television programmes until the first UK broadcast of the Series has completed. For the avoidance of doubt clause 5.1 shall not apply to regular news access by media organisations.

## 6. Confidentiality, Data Protection and Freedom of Information

- 6.1 The Contributor agrees to treat the Series and all matters relating thereto as strictly confidential and not to make to any third party any statement or supply information or photographs relating to the Series or to the business of the Producer or to the terms of this Agreement without the Producer's express written consent. This duty of confidentiality shall continue whether or not the Series and/or filming is completed and shall cease to apply only to such matters as are made public by the Producer by broadcast of the Series.
- 6.2 The parties warrant that, in connection with this Agreement and all that it entails, they shall at all times comply with the Data Protection Act 1998 (DPA). Each party indemnifies the other against any breach of the DPA that it commits. This clause shall apply during the Production Period and indefinitely after expiry or termination.
- 6.3 The Producer acknowledges that the Contributor is subject to the requirements of the Freedom of Information Act 2000 (FOIA). If the Contributor requests the cooperation and assistance of the Producer in respect of its information disclosure requirements, the Producer agrees to use best endeavours to assist with any such reasonable request in good faith.

7. Right to Preview

- 7.1 The Producer will make arrangements for a representative of the Contributor to view the edited programmes in the Series prior to the final delivery of the same to the BBC. Following that viewing the Producer will correct agreed factual errors or misleading statements or imagery (if any) that have been made known to the Producer no later than 24 hours following such a viewing. Subject to the above and in accordance with the rules and guidelines governing UK broadcasting, the Contributor fully accepts that editorial control of the Series rests with the Producer and ultimately the BBC.

8. Further Warranties and Undertakings

- 8.1 The Contributor warrants represents and undertakes:
- (a) that it is free to enter into and fulfil its obligations under this Agreement;
  - (b) that the contribution made by the Contributor, to the best of the Contributor's knowledge shall not contain any material which knowingly constitutes an infringement of copyright of a third party, is in breach of confidence or likely to invade the privacy of any person, or which is obscene, defamatory, or otherwise unlawful.
- 8.2 the Producer warrants, represents and undertakes:
- (a) that it is free to enter into and fulfil its obligations under this Agreement;
  - (b) that it will endeavour to ensure the Series does not improperly infringe the rights of any third parties and that they comply with broadcasting industry rules and regulations;

- (c) that where filming will take place on the site of any contractor of the Contributor that the Producer will first get permission from the contractor to be on site and enter into any other required agreements, and comply with the contractors health and safety policies and any other relevant policies when on site.

9. Termination

9.1 The Producer shall be entitled to terminate this Agreement at any time upon the giving of four weeks written notice to the Contributor in any of the following events:

- (a) if the Contributor fails refuses or neglects to perform any of its obligations hereunder or is otherwise in breach of any material obligation undertaking or warranty contained in this Agreement;
- (b) if the Contributor has been or is incapacitated from rendering its obligations hereunder for a period of time which in the Producer's opinion is likely to be detrimental to the efficient and economic production of the Series or any part of it;

9.2 The Contributor shall be entitled to terminate this Agreement at any time upon the giving of four weeks written notice to the Producer in any of the following events:

- (a) if the Producer fails, refuses or neglects to perform any of its obligations hereunder or is otherwise in breach of any material obligation, undertaking or warranty contained in this Agreement;
- (b) if the Producer has been or is incapacitated from rendering its obligations hereunder for a period of time which in the Contributor's opinion is likely to have a disruptive or detrimental impact on its business.

PROVIDED THAT if the Producer remedies the grounds for termination during the four week notice period the notice of termination shall be withdrawn and this Agreement shall continue in full force and effect.

9.3 In the event that filming/recording under this Agreement is prevented by an event of force majeure or by any cause whatsoever beyond the reasonable control of the parties hereto, either party may forthwith terminate this Agreement on written notice and neither party shall be liable to the other party for any failure of performance.

9.4 In the event this Agreement is terminated in accordance with clause 9.1 or 9.3, before the end of the Production Period, rights in the Footage will vest in the Producer in accordance with clause 4 above. If the Agreement is terminated in line with clause 9.2 then the parties acknowledge that permission to broadcast and reproduce the Footage given under Clause 4.3 is withdrawn.

- 9.5 The Contributor agrees that where the contract is terminated in accordance with Clause 9.2, and consequently permission to broadcast and reproduce the Footage is withdrawn in accordance with clause 9.4, it will consider requests by the Producer to still permit the broadcast and reproduction of Footage, with such consent not to be unreasonably withheld.

## 10. Liability/Indemnities

- 10.1 The Producer will take all due care when it is working on the Contributor's premises and with the Contributor's personnel. The Contributor shall not be responsible for the activities of the Producer or those for whom it is responsible whilst on the Contributor's premises, even if performed with the consent of the Contributor's staff and the Contributor shall not be liable to the Producer for any costs, expenses, liabilities, losses (including, without limitation, direct, indirect or consequential) howsoever caused.
- 10.2 The Producer shall indemnify the Contributor up to a maximum of £10,000,000.00 (ten million pounds sterling) in respect of:
- (a) any damage caused to the Contributor's property by the negligent act or omission of the Producer or its agents or employees arising out of or in connection with the Producer's use of the property (but only providing the Producer is notified in writing within 10 working days of the production vacating the property); and
  - (b) any liability loss or claim or proceedings arising under Statute or common law in respect of personal injury caused by the Producer's negligence, omission or default (but only providing the Producer is notified in writing as soon as reasonably practicable once the Contributor becomes aware of any third party claim and on the basis that the Producer may assume the sole conduct of any resultant proceedings).
- 10.3 The Producer agrees to indemnify and keep the Contributor indemnified from and against all costs, expenses, liabilities, enquiries, losses (including, without limitation, direct loss ), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) as a consequence of any breach of the terms of this Agreement.

## 11. Health and Safety

- 11.1 The Producer shall (and shall ensure that all agents, employees, contractors and representatives shall):
- (a) Prior to entering or working on the Contributor's property, first report to the Contributor's officials, and act subsequently under the direction of the Contributor's officials at all times.
  - (b) Observe the Contributor's byelaws and any and all applicable laws, byelaws and health and safety requirements relating to the Contributor's property and premises.

(c) Comply with the Contributor's policy of no smoking and the policy in respect of alcohol and drugs in force from time to time.

(d) On completion of filming/photography, report to the Contributor's officials to sign out and hand in any permits or passes.

(e) Be responsible at all times for the safekeeping of its own equipment.

11.2 The Producer shall not (and shall ensure that all agents, employees, contractors and representatives shall not):

(a) Interfere with the running of the Contributor's business or the comfort and convenience of the Contributor's customers.

(b) Cause noise or disturbance to the occupiers of adjoining premises.

(c) Use flash, or any other type of additional lighting on or in the vicinity of operational platforms or where indicated by the Contributor's officials or use LU's electrical supply unless a qualified LU represented technician is present.

(d) Use tripods unless agreed by the Contributor's officials in which case they must be kept at least two metres from the platform edge and must not obstruct customer or staff walkways at any time.

(e) Bring on to the Contributor's premises any kind of weapon or firearm, real or artificial.

(f) Damage the Location and must leave the Location in a clean and tidy condition.

## 12. General

12.1 The Producer's representative in connection with this Agreement will be Alistair Pegg as Executive Producer or, if he is not unavailable, Jane Bevan, as company representative, or such other person as will be notified to the Contributor ("the Producer Representative"). The Producer Representative will be responsible for managing the production team and any questions or concerns in connection with filming or with the team's actions should be directed to the Producer Representative. The Contributor's representative in connection with this Agreement shall be Stuart Ross or if he is unavailable such other person as shall be notified to the Producer ("the Contributor's Representative").

12.2 Any notices required to be given under this Agreement shall be in writing to the Producer's Representative and/or the Contributor's Representative. Such notices shall be delivered personally or sent by first class pre-paid post or by electronic mail transmission to the other party at the address specified by the parties and such notices shall be deemed duly served:

11.2.1 if delivered personally at the time of delivery; or

11.2.2 if sent by first class pre-paid post two clear working days; or

11.2.3 if sent by electronic mail transmission at the time of transmission unless a failure notice is provided

12.3 The Producer shall be entitled to assign the benefit of this Agreement to any third party provided that no such assignment shall relieve the Producer of its obligations hereunder and that the Producer shall procure that the assignee undertakes to observe all such obligations.

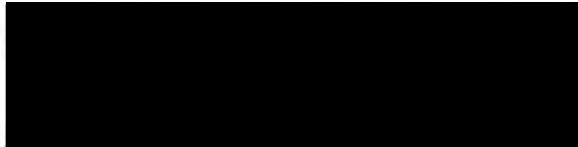
12.4 The parties shall attempt in good faith to resolve any dispute between them arising in connection with the Agreement. If any dispute cannot be resolved between the parties then the parties reserve the right to terminate this Agreement by mutual written consent, that is only if both parties agree to termination.

12.5 This Agreement represents the entire agreement between the parties hereto relating to the subject matter of this Agreement and replaces and supersedes all previous agreement(s) relating thereto between the parties and may be varied only in writing signed by both parties.

12.6 Each party shall be responsible for paying its own costs and expenses in relation to this Agreement and in relation to the production of the Series.

12.7 This Agreement shall be governed by and construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

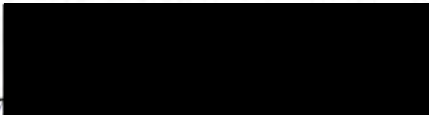
Signed



STUART ROSS.

Print name:

For and on behalf of the Contributor



Print name:

For and on behalf of the Producer