

Filming / Photography Agreement

NAME OF PHOTOGRAPHER/FILMMAKER:
COMPANY (INCLUDING THAT HAS COMMISSIONED YOU)
CONTACT DETAILS (ADDRESS/EMAIL):
DATE:

This letter together with the attached terms and conditions (together called the “Letter”) confirm the terms on which the Royal Academy of Arts (the “RA”, “we”, “our” or “us”) agrees to grant the above named individual (“you” or “your”) access to the RA’s premises for taking of photographs or filming on the terms stated below.

You shall be authorised to enter the RA’s premises on a non-exclusive basis to take photographs or to film as follows:

A. EVENT DETAILS:	
Venue:	Burlington House, Piccadilly, London
Access Date(s):	
Access Time(s):	
Event/ exhibition/objects to be photographed:	
Permitted Purpose:	the photographs/filming are for press use in relation to the stated exhibition only. Press use is considered to be moderate use of images to report a current event or to illustrate a review or criticism of the work, as defined by the Copyright, Designs and Patents Act 1988
Restrictions:	
Authorised Distribution Channels:	[LIST AUTHORISED MEDIA IF APPLICABLE]

The Letter forms the contract between us. Please acknowledge its receipt and acceptance by signing, dating and returning the enclosed copy.

Yours sincerely,

.....
 Susie Gault
 On behalf of the Royal Academy of Arts

I acknowledge receipt and accept the content of this Letter executed as a deed.

Signed
 Name of the Photographer
 Date

Witness:

Name: Johanna Bennett
 Address: Burlington House, Piccadilly, London, W1J 0BD
 Date:

TERMS AND CONDITIONS

1. ACCESS RIGHTS AND OBLIGATIONS

- 1.1. You shall only use the photographs/film for the Permitted Purpose and comply with the Restrictions set out in the Letter. You cannot use the opportunity when at the RA to photograph/film any other items and/or views for your own or other purposes and shall fully indemnify the RA for the breach of this clause.
- 1.2. You agree not to include any works of art in the photographs/film unless specifically permitted to do so by the RA. You should be aware the RA is restricted or totally prohibited from allowing photographs/film of the art works that it displays. If you wish to include art works in the photographs/film beyond those specifically authorised by the RA, you must obtain the prior consent of the RA to do so. In such cases, you shall be solely responsible for securing all necessary consents at your sole expense.
- 1.3. You agree to indemnify and keep indemnified the RA against any and all liabilities, including all liabilities relating to the breach of the intellectual property rights of the RA and any third parties arising from your breach of the terms of clauses 1.1 through 1.2 and 3.2 of this Letter.
- 1.4. You shall endeavour to ensure that full credit is given to the Royal Academy of Arts in any broadcast, publication or online.

2. HEALTH AND SAFETY

- 2.1. You agree to comply with the following health and safety rules at the RA:
 - 2.1.1. Photography/filming will be supervised by an authorised member of the Royal Academy staff.
 - 2.1.2. When you have permission to use lights they must be illuminated only during photography/filming. They must otherwise be switched off.
 - 2.1.3. Trailing leads must be kept to a minimum and taped to the floor.
 - 2.1.4. If taking the photographs/filming of art objects you are not allowed to heat up the objects and the air surrounding them.
 - 2.1.5. Equipment should not be nearer to any work of art than ten feet and must be held at all times.
 - 2.1.6. No aerosol products (for example, deodorant, hairspray, perfume), sprays of any kind (e.g. disinfectant), water, powders (for example, make up) shall be used near any paintings, sculptures or other artworks.
 - 2.1.7. Chewing gum and smoking and all forms of live flame, including in the courtyard, are strictly prohibited.
 - 2.1.8. All electrical camera, lighting and related equipment used in the photograph/film shall have been inspected and confirmed safe within nine (9) months of the date hereof.
 - 2.1.9. Extreme care shall be taken when moving with your equipment around the RA's premises.
 - 2.1.10. You shall comply with all requests relating to security clearances as may be advised by the RA;
 - 2.1.11. You shall use all reasonable care to prevent damage to the RA premises.
 - 2.1.12. You will exercise the right of access in accordance with the Access Dates and Times and without causing undue interference with daily activities at the RA premises;
 - 2.1.13. you shall comply with all laws, rules and applicable codes of conduct in carrying out its terms and conditions under the Letter.
 - 2.1.14. The number of film crews/photographers is restricted according to the size of the galleries. The number of people in each crew must be kept to a minimum.
- 2.2. You shall effect and maintain with a reputable insurance company a policy or policies of insurance (including public liability insurance) providing an adequate level of cover 2 million GBP in respect of all risks which may be incurred by you while taking photographs or filming at the RA, including death or personal injury, loss of or damage to property or any other loss. The RA may request a copy of your insurance certificate which you will provide promptly.

3. INTELLECTUAL PROPERTY

- 3.1. The ownership of the photographs/film shall at all times belong to you.
- 3.2. You hereby agree that you can only distribute the photographs/film for the Permitted Purpose using Authorised Distribution Channels.

- 3.3. You shall not use the trademark or logo of the RA without the prior written consent of the RA.

4. GENERAL

- 4.1. This Letter is personal to you and you shall not delegate or sub-contract your obligations under the Letter to anyone else without the prior written consent of the RA.
- 4.2. Nothing in this Letter will create or constitute a contract of employment between the RA and you, and it will not render you an employee, agent or partner of the RA.
- 4.3. Notwithstanding anything to the contrary contained in the Letter, the RA may terminate your engagement by written notice having immediate effect if:
 - 4.3.1. commit any breach of the Letter other than a breach which is capable of remedy, and is remedied immediately by you at the RA's request to the complete satisfaction of the RA; or
 - 4.3.2. If you act in any way which may in the RA's opinion bring the RA into disrepute.
- 4.4. The terms of this Letter and any other proprietary, sensitive or non-public information which one party may receive from the other, including without limitation, security arrangements at the RA, private information regarding the works of art and events (in case of the RA), business and financial information concerning each other's operations (collectively, "Confidential Information") and neither party may disclose the same to any third party (other than professional advisors) without the express permission of the other party except where the disclosing party can prove that the Confidential Information was:
 - 4.4.1. already known to it prior to receipt of the other party;
 - 4.4.2. disclosed by it as required by law; or
 - 4.4.3. already in the public domain other than as a result of breach of the provisions of this clause;
 provided that each party shall be entitled to disclose such Confidential Information to its legal and financial advisors (subject to each party being responsible for any actions by its legal and financial advisors which if done by a party would be a breach of this clause).
- 4.5. You agree that the RA may process the personal data that we collect from you in accordance with our Privacy Policy <https://www.royalacademy.org.uk/privacy>. In particular, we may use information we hold about you for the purposes of future contact regarding new opportunities for photography/filming at the RA.
- 4.6. The Letter is for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.
- 4.7. Nothing in the Letter shall limit or exclude either party's liability to the other for death or personal injury caused by its negligence or caused by fraud (including fraudulent misrepresentation).
- 4.8. No party shall be liable to the other under this Letter for any consequential or indirect losses, including any indirect loss of profits revenues and/or business, anticipated savings, whether or not in the contemplation of the parties at the time of entering into this Letter.
- 4.9. Without prejudice to any other rights or remedies that the RA may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this agreement by you. Accordingly, the RA shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Letter.
- 4.10. The Letter constitutes the whole agreement between you and the RA and supersedes all previous agreements between us relating to the subject matter. It may not be altered save by written agreement signed by both parties.
- 4.11. The Letter and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Letter or its subject matter or formation (including non-contractual disputes or claims) except that the RA may have recourse to any other court in order to prohibit any unauthorised use of the photographs taken by you at the RA or filming by you at the RA.