

## LOCATION AGREEMENT

To: Ron Hogg, The Office Police and Crime Commissioner for Durham ("**you**" or "**your**")  
County Hall, Durham DH1 5UL

From: Sixteen Tyne Limited c/o Sixteen Films, 2nd floor, 187 Wardour Street, London W1F 8ZB ("**we**" or "**us**" or "**our**")

Date: 2015

Dear Sirs

**"I, DANIEL BLAKE"** (the "**Film**")

In consideration of our payment to you of the sum of two hundred and fifty Pounds (£250) payable as set out in Schedule 1, you and us hereby agree as follows:

- .1 You hereby irrevocably grant to us (which for the purposes of entry upon and use of the property described in Schedule 1 ("**Property**") shall include our successors, assignees, licensees, employees, agents, independent contractors and suppliers) on the period(s) set out in Schedule 1 or as otherwise agreed (such agreement not to be unreasonably withheld or delayed) ("**Period of Use**") the right and licence:
  - ...1.1 As agreed in advance with you, to enter upon the Property for the purposes of art preparation and/or set dressing of the Property and to photograph, film, make sound recordings and use all or any part of the interior, exterior and contents of the Property, including but not limited to names, signs and identifying insignia, and in the exercise of such rights to enter upon and bring the necessary personnel, equipment, vehicles, temporary sets and facilities to the Property for our purposes in connection with the Film; and
  - ...1.2 to make alterations to the Property, including but not limited to the alterations set out in the Schedule attached hereto (the "**Alterations**"); and
  - ...1.3 to replicate whether accurately or otherwise all or any part of the Property in the form of studio sets, and to film and photograph such reproduction(s) in order to complete our production work, or for filming retakes, added scenes, advertisements or promotion.
- .2 You confirm that if in the event of illness of actors, directors or other essential artists and crew, weather conditions, changes in production schedule, defective film or equipment or any other occurrence beyond our control, we are unable to start work on the dates designated above and/or work in progress is interrupted during the Period of Use of the Property, then we shall have the right to use the Property at a later date to be mutually agreed upon and/or extend the Period of Use without any further payment (and such days if any will be deemed included in references to the Period of Use).
- .3 If we have not completed our filming during the Period of Use, then we shall be entitled to return to the Property for a further period ("**Further Use Period**"), the dates of such Further Use Period shall be negotiated in good faith between you and us, and the terms and conditions of our Further Use Period shall be the same as those specified for the Period of Use hereunder, subject to the payment by us to you of additional fees computed on a pro rata basis with respect to the fees payable hereunder ("**Further Use Fees**").
- .4 You confirm we have provided you with details of the use to be made of the Property and you consent to our accessing the inside and outside of the Property and our permitted filming hereunder and will raise no objection to the Property being featured in the Film and you shall not try to injunct or stop the release or distribution of the Film and accept that the recovery of damages, if any, in an action at law, would provide a full and appropriate remedy for any loss or damage incurred by you as a result of any breach of this Agreement by us. You hereby accept that we are not required to use or exercise any of our rights hereunder, or if exercised, to incorporate the film or recording relating to the Property in the Film. In the exercise of our rights hereunder, you acknowledge and agree that we shall be entitled to identify the Property by its true name or by a fictitious name and to attribute any fictitious events as occurring on the Property.
- .5 You will take no action nor authorise any third party to take any action which might interfere with our use of the Property in accordance with the terms hereof.

- .6 We shall only make alterations to the Property with your express consent and any parts of the Property which have been altered shall be properly reinstated by us as soon as practicable after filming to the condition they were in prior to alteration by us.
- .7 You agree to make available to us at the Property the facilities listed in Schedule 1 ("**Facilities**") in accordance with our directions and requirements and at our expense.
- .8 All rights granted and assigned by you pursuant to this Agreement shall be irrevocable and you hereby acknowledge and agree that we shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the results and proceeds of our photography, filming and recording on the Property or on any studio set(s) of the Property, including without limitation, the irrevocable right to use or license others to use all or any parts of the same in or in connection with the Film and any publicity, book publishing, merchandise or other works ("**Works**") and to exploit the same by any manner or means now known or hereafter devised in any and all media throughout the universe for the full period of copyright and of all other rights in the Film and the Works and of relevant rights relating to the Property, including all extensions, revivals and renewals thereof and thereafter (insofar as may be or become possible) in perpetuity.
- .9 You confirm that you are the owner of the Property and are authorised to grant this consent and you have the full right and authority to grant the permissions and rights herein expressed to be granted.
- .10 Except with respect to a) matters constituting a breach by you of any of your agreements, and/or b) negligence or wilful misconduct by you and/or (c) any matters which are subject of your indemnification of us pursuant to paragraph 11 below, we shall indemnify you throughout the Period of Use up to a maximum amount of ten million pounds (£10,000,000) against any loss, claim or proceedings arising under statute or common law in respect of any damage to the Property or injury to any person resulting from any negligent act or omission of us in connection with our use of the Property Provided That you notify us in writing immediately of any claim and that we are entitled (at our sole discretion) to assume the sole conduct of any proceedings arising out of such claim.
- .11 You hereby agree to indemnify us against any loss, claim or proceeding however arising in respect of any actual or alleged breach or non-performance by you of any or all of your obligations contained in this Agreement.
- .12 Nothing in this clause shall limit our liability for personal injury or death resulting from our negligence or for fraud.
- .13 Our liability in respect of any loss or damage suffered by you and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed ten million pounds (£10,000,000).
- .14 In the event of any material breach of this Agreement by us, prior to you exercising any remedies available to you, you shall give us written notice of any material breach of this Agreement and a period of three (3) business days from our receipt of any such written notice to cure such material breach provided that you shall not be deemed to waive any claim for damages arising before, during or after such cure period, if such material default is not cured by us.
- .15 You will not make any disclosure or supply any information or photographs or any other material whatsoever to any third parties (other than as required by law) regarding the Film or our activities hereunder.
- .16 Except insofar as this agreement expressly provides that a third party may in his own right enforce a term of this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Neither party may declare itself a trustee of the rights under this agreement for the benefit of any third party.
- .17 This agreement and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statements, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement as a warranty.
- .18 The validity, construction and performance of this agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive

jurisdiction of the Courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement.

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For and on behalf of  
**Sixteen Tyne Limited**

Agreed and accepted:

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For and on behalf of  
**The Office of The Police and Crime Commissioner for  
Durham**

## SCHEDULE 1

### Fees:

The total amount of £250 payable:

- 1.1      £250      upon completion of principal photography on the Property.

The Property commonly known as:

Spennymoor Police Station, Wesleyan Road, Spennymoor, County Durham DL16 6FB

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Period of Use from 20<sup>th</sup> November 2015 (inclusive).

Alterations:      Covering up of signage, notice boards, posters, in the Custody area  
To install additional free standing lighting to the Custody area

Facilities:      *Water, electricity, gas*