

Company	(hereinafter referred to as the "Company")
Address	

## **RE: FILMING PERMISSION FOR Q&A EVENTS**

## This agreement ("Agreement") sets out the agreed terms between the parties:

- BAFTA hereby grants to the Company the non-exclusive permission to film and/or record Q&A events relating to films screened as part of the EE BAFTA Film Awards 2025 season (the "Filmed Material"), at BAFTA and at other pre-agreed venues on the following dates: [INSERT DATES] ("Filming Date"). All rights, title and interest in the Filmed Material shall be vested solely in the Company. The Company is permitted to film in the following areas within BAFTA: [INSERT PERMITTED AREAS FOR FILMING], all in accordance with BAFTA's health and safety requirements, legislation or requirements for the location. The Company is responsible for obtaining the individual consent of each contributor/BAFTA member/BAFTA staff member where filmed by Company for the Filmed Material.
- 2. The Company acknowledges that BAFTA members must be made aware that filming is taking place and that the Filmed Materials may be distributed in all media worldwide. The Company hereby agrees to place clear and large notices to this effect on all doors of all screenings where filming takes place and, where possible, the Company shall inform BAFTA members in advance by email. The Company confirms that it is responsible for all applicable insurances as required for filming, including but not limited to production insurance, employers liability and/or public liability insurances, as appropriate for the Q&A event.
- 3. The Company acknowledges that no commercial display, inclusion or appearance of the BAFTA logo is permitted in the Filmed Material.
- 4. Where damage to any of BAFTA's property is caused by the Company, the Company shall make good, or pay the cost of making good, the damage, immediately upon written notification by BAFTA. Neither party excludes or limits liability for death or personal injury caused by negligence or wilful default.
- 5. If the Filmed Material is used and/or edited, the Company hereby warrants that such editing will be in context and shall maintain the editorial integrity and factual accuracy of filming/recording and shall not falsely portray BAFTA (or its members) or bring BAFTA (or its members) into disrepute. The Company shall indemnify, defend and forever hold BAFTA harmless against and from any and all claims, costs, liabilities, judgements, damages and expenses arising out of any usage of the Filmed Material by the Company (and/or third parties) and/or any breach by the Company (and/or third parties) of this Agreement. The use of the Filmed Material, whether public facing or not, shall not be portrayed to be or imply that it has been endorsed by BAFTA.
- 6. In consideration for the rights granted by BAFTA to the Company herein, the Company hereby grants BAFTA, on a gratis basis, the non-exclusive worldwide right in perpetuity to exhibit, distribute, promote, market or make available the Filmed Material in order to fulfil BAFTA's educational and charitable purposes. The Company acknowledges that the Filmed Material may be used by BAFTA (and its partners, licensees and assigns) in any and all media, now known and hereafter invented (including social media and online), including the right to edit and to use the Filmed Material on public facing sites. The Company hereby agrees to deliver a high-res digital copy of the rushes of the Filmed Material or a raw file no later than 30 (thirty) days after the recording of the Filming Date.



- 7. In the event that the Company wishes to exploit the Filmed Material on a commercial basis, the Company hereby agrees to notify BAFTA of the details (including media and territories) of the intended commercial usage and the Company shall pay to BAFTA a fixed fee to be agreed in good faith between the parties, it being further understood that the parties have agreed to the following fees, by way of example: (i) U\$5,000.00 (Five Thousand United States Dollars) for a three years term; or (ii) U\$7,500.00 (Seven Thousand United States Dollars) for a five year term; or (iii)\$22,000.00 (Twenty-Two Thousand United States Dollars) for use of the Filmed Material in perpetuity. Please note that these are minimum payments for commercial use of the Filmed Material by the Company and all such fees (including their payment terms) shall be subject to good faith negotiation between the parties.
- 8. This form must be completed and returned to the BAFTA before the BAFTA members are contacted about any screenings with filmed Q&As.
- 9. The Company warrants that it shall comply with its obligations under the Data Protection Act, 2018 (UK).
- 10. This Agreement constitutes the entire Agreement between the parties and cannot be varied unless in writing and signed by or on behalf of the parties.
- 11. The Company is not entitled to assign or dispose of its rights and obligations under this Agreement.
- 12. This Agreement is governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts applies.

## We understand and fully accept the terms of this Agreement:

Signature for and on behalf of the Company	Date	
Name	Job Title	
Authorised by BAFTA:		
Signature for and on behalf of BAFTA	Date	
Name	Job Title	