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**HIRE AGREEMENT**

**BETWEEN**

**FOREIGN AND COMMONWEALTH OFFICE**

**AND**

**CARNIVAL PRODUCTIONS LIMITED**

**FOR**

**FILMING IN THE FOREIGN & COMMONWEALTH  
OFFICE FOR - DOWNTON ABBEY**

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It is hereby agreed as follows:

The HIRE AGREEMENT shall incorporate:

- Section I - Form of Agreement
- Section II - Conditions of Hire
- Section III - Price Schedule
- Section IV - Filming Requirements

All of which shall be read as one document.

The HIRE AGREEMENT constitutes the entire agreement between the parties hereto, and supersedes all negotiations, representation or agreements either written or oral preceding the HIRE AGREEMENT, without prejudice to the AUTHORITY's rights and remedies at law or otherwise.

Signed for THE HIRER by:  
  


Signed for THE AUTHORITY by:

vent Manager

.....  
(Name and Title) PRODUCER

.....  
(Name and Title)

Date: 8/8/13

Date: ... 18 July 2013...

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## SECTION I – FORM OF AGREEMENT

### HIRE AGREEMENT FOR: FILMING IN THE FOREIGN AND COMMONWEALTH OFFICE (INCLUDING LANCASTER HOUSE)

This HIRE AGREEMENT is made on the 18 July 2013 between The Secretary of State for Foreign and Commonwealth Affairs for Foreign and Commonwealth Office (hereinafter referred to as the AUTHORITY) and Carnival Productions Limited (herein referred to as the HIRER).

**NAME OF HIRER:** Carnival Productions Limited

**ADDRESS OF HIRER:** Carnival Productions Limited, S Block Ealing Studios, Ealing Green, London, W5

### AGREEMENT

In consideration of the payment by the Hirer of the Hire Charge, and of the attached Service Charge, the Authority agrees to hire the Rooms for the Hire Period and agrees to supply the following services as confirmed by the Hirer:

#### ACCESS AND USE OF THE ROOMS LISTED BELOW

If the Hirer wishes to use rented items or services that do not form part of the Hire Agreement, he/she shall obtain written approval from the Authority. This additional Agreement shall form an integral part of the Hire Agreement.

### THE ROOMS AND HIRE PERIOD

The rooms and times that are the subject of this agreement are as follows:

**Date**            **11 August 2013 0630 - 2200**

#### Rooms

- Grand Hall
- Music Room
- Long Gallery
- East Ante Room
- Grand Staircase
- Basement

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## SECTION II - CONDITIONS OF HIRE

### 1. DEFINITIONS

In these Conditions

- "Authority"** - means the Secretary of State for the Foreign & Commonwealth Office, including Lancaster House, or any officer authorised to act on his behalf.
- "Hire Agreement"** - means the agreement made between the Hirer and the Authority for the hire of the Rooms and the provision of services.
- "Hire Charge"** - means the amount payable under the Hire Agreement for the hire of the Rooms.
- "Hire Period"** - means the period so specified as such in the Hire Agreement.
- "Hirer"** - means the person, firm or company entering into the Hire Agreement with the Authority.
- "Rooms"** - means those Rooms and other parts of the Facility that are the subject of the Hire Agreement.
- "Services"** - means any service or facility (other than the hire of the rooms) which the Authority agrees to provide.
- "Service Charge"** - means the amount payable for the Services.

### 2. LICENCE

- i) The Authority licenses the Hirer, subject to these conditions to use the Rooms for the Hire Period for the sole purpose of still photography and making visual, sound and audiovisual recordings in connection with the motion picture entitled Downton Abbey 4.
- ii) The Hirer shall be entitled to assign or licence the benefit of this Hire Agreement in whole or in part to any third party provided always that the Hirer shall not assign to any third party any right of access to the Rooms or to record therein without the prior written consent of the Authority.
- iii) Any sub-licence shall bind the sub-licensee to observe and perform the terms of the Hire Agreement so far as they are capable of applying to the sub-licence.

### 3. PAYMENT

- i) The Hirer shall pay the Hire Charge to the Authority in full prior to the filming taking place, unless otherwise stated in the Hire Agreement. Where the amount of any charge or the times for its payment have not been so specified, the Hirer shall pay such charge within 30 days of the submission to the Hirer by the Authority of an invoice for that charge.
- ii) If any charge is not paid by the due date, interest on the amount of that charge shall accrue at a rate equal to 2 percentage points above the minimum lending rate from time to time charged by the Bank of England from the due date until payment is received by the Authority.
- iii) The currency of the Hire Agreement is pounds sterling. All payment shall be made in pounds sterling, and shall, if necessary, be converted into pounds sterling at the official rate of exchange prevailing at the date when payment is made.
- iv) Cheques, drafts or other payment instructions shall be drawn on a bank trading in the United Kingdom.
- v) All prices are exclusive of VAT.

### 4. FACILITIES PROVIDED

- i) The Authority will provide the Rooms with adequate heating and ventilation.
- ii) The Hirer may
  - a) use such electrical and other equipment, and
  - b) take such amounts of electricity (from the outlets installed for that purpose), as the Hirer may reasonably require for the purposes of filming, on such terms and conditions (including terms as to payment) as the Authority may determine.

### 5. MAXIMUM CAPACITY

- i) The Hirer shall not permit more than the maximum number of people notified to Hirer, by the Authority to be in any room at any time.
- ii) The Authority shall have the right to require people in excess of the maximum permitted number to leave either the room or, at his/her sole discretion, the premises.

## 6. FILMING

Permission to film on the Authority's premises is granted exclusively for the use of the Rooms as film locations. Any filming which includes FCO personnel either visually or orally is subject to the approval of the Authority.

## 7. COPYRIGHT

7.1 The Authority acknowledges and agrees that the Hirer will be the sole and exclusive owner of the copyright and all other rights of whatsoever nature in to and in connection with all photography, filming, and recording made under this Hire Agreement (the "Recordings") and that the Hirer shall be entitled to exploit the Recordings in whole or in part in all media now known or developed in future, throughout the world for the full period of copyright and any extensions, revivals, or renewals thereof and the Authority grants all consents necessary to enable the Hirer to do so freely.

7.2 The Authority warrants that it is vested with all rights necessary to enable it to enter into this Hire Agreement and that the Hirer will not be required to obtain the consent of any third party in respect of its recording and exploitation of the Recordings

7.3 The provisions of this condition shall apply during the continuance of this Hire Agreement and after its termination howsoever arising.

## 8. ADVERTISING

The Hirer shall agree in good faith any request from the Authority after the US theatrical release of the Film in relation to the Authority's involvement in the Film subject to the Hirer's marketing and promotional strategies and business objectives.

## 9. CARE OF THE AUTHORITY'S PREMISES

- i) The Hirer shall use the Authority's premises so that it is at all times maintained in a clean, tidy and safe condition.
- ii) the Hirer shall ensure that no person:
  - a) Fixes anything to the structure or contents of the Authority's premises;
  - b) Marks, soils or damages the structure or contents of the Authority's premises ;
  - c) Paints or constructs (save by way of approved prefabricated components) any object or structure inside the Authority's premises;

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- d) Leaves anything in, or in any way obstructs an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

**10. HAZARDOUS SUBSTANCES**

- i) The Hirer shall ensure that no hazardous (as defined below) substance, article or equipment is brought into the Authority's premises in connection with the filming.
- ii) If, in the reasonable opinion of the Authority, the Hirer or any other person proposes to bring, or has brought into the Authority's premises in connection with the filming, without the prior consent of the Authority, any substance, article, or item or equipment that would be hazardous (as defined below). Hirer shall ensure that any requirements the Authority may impose in relation to the transportation, storage, protection, use or other dealing with that substance, article or item of equipment are complied with.
- iii) In this condition, a substance or article or an item of equipment is "Hazardous" if, in the reasonable opinion of the Authority, it would create a risk of fire, explosion or the release of noxious gases, or would soil or cause damage to the Authority's premises or its contents, or would create any risk to the health and safety of the occupants of the premises.

**11. ELECTRICAL EQUIPMENT AND INSTALLATION**

- i) The Hirer shall ensure that no electrical equipment of the Hirer is used in such a way as to damage or otherwise adversely interfere with the electrical installations of the Authority's premises.
- ii) The Authority may, at its sole discretion, require that any electrical equipment shall not be used, and, if the Authority thinks fit, may require such equipment to be removed from the premises.
- iii) All temporary electrical installations are to be provided by approved electrical contractors and comply with the requirements of the current edition of IEE "Regulations for Electrical Installations".

**12. HEALTH AND SAFETY**

The Hirer and his servants or agents shall comply in all respects with the Health and Safety at Work Act 1974 or regulations made thereunder and any legislation amending or consolidating the same.

**13. CLEANING OF THE PREMISES**

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- i) The Hirer shall not later than at the end of the Hire Period:
  - a) remove from the Authority's premises anything that has been brought into the building (other than things brought in by the Authority) for the purposes of, or in connection with the filming.
  - b) ensure that the Rooms are clean, undamaged and free from rubbish.
- ii) If, in the reasonable opinion of the Authority, the Hirer has failed to comply with paragraph 13 (i) of this condition, the Authority may, in place of the Hirer but at the Hirer's expense, do all that is necessary to comply with that paragraph.

#### 14. FAILURE OF HIRER TO VACATE AFTER THE HIRE PERIOD

If the Hirer, or any servant, agent or contractor of his, fails to vacate the rooms by the end of the Hire Period, or to remove from the premises anything brought into building for the purposes of, or in connection with the filming, the Hirer shall be liable to pay the Authority on demand, without prejudice to the costs incurred by the Authority as a result of that failure, the amount of any claim made against the Authority by any other person delayed in, or prevented from, obtaining access to the building for a subsequent event.

#### 15. DISPOSAL OF ARTICLES LEFT ON THE PREMISES

- i) The Authority shall have the right to remove and, not earlier than 14 days after notifying the Hirer of its intention to do so, dispose of anything left on the premises after the Hire Period has ended. If anything appears to the Authority to be an article of value, he may, if he thinks fit, store such article. The Authority accepts no liability for the safe keeping of such stored articles: they are stored at the Hirer's sole risk.
- ii) The Hirer shall be liable to pay the Authority reasonable charges (which shall be deemed to be charges payable under the Hire Agreement) for
  - a) Doing whatever is necessary to ensure compliance with paragraph 13 (i);
  - b) Storing anything in accordance with paragraph 15 (i) of this condition.
- iii) If the Hirer fails to pay the amounts which it is liable to pay under paragraph 15 (ii) of this condition within 30 days of an invoice for those amounts being submitted, the Authority may sell any stored article and set off the proceeds of the sale against any sum due to the Authority under the Hire Agreement.



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- iv) For the avoidance of doubt, it is hereby declared that the right of set-off under paragraph 15 (iii) of this condition is without prejudice to any other right of set-off exercisable by the Authority whether in right of the Crown or otherwise.

**16. SOLICITING MONEY**

The Hirer shall ensure that no person using the Authority's premises is solicited for money, whether for charitable or any other purpose.

**17. COMPLIANCE WITH STATUTES**

The Hirer shall ensure that all legislation relating to the use of the Authority's premises for filming and any duty to obtain any licence or approval from any person or authority, is complied with.

**18. SECURITY**

- i) The Authority reserves the right to request any person on the Authority's premises to produce acceptable proof of identity.
- ii) The Hirer shall submit to the Authority, 10 working days before the Hire Period, a list of names of those people for whom the Hirer desires the Authority to authorise access to the Authority's premises.
- iii) The Authority reserves the right to refuse to issue, or approve the issue of, a security badge to any person, and withdraw any security badge already issued.

**19. SECURITY PROCEDURES**

- i) Notwithstanding any provision contained elsewhere in these conditions, the entry of any person or anything into the Authority's premises is conditional upon that person or thing complying with such security procedures as may at any time be in force.
- ii) Without prejudice to the generality of paragraph 20 (i), the Authority may require any person or thing to be searched, and may require any container or item of equipment to be opened for inspection.
- iii) The Authority may suspend the Hirer's use of the premises at any time and for any period if the Authority decides in its absolute discretion that this is reasonably necessary in the interests of security. If such action is considered reasonably necessary, the Authority will refund only the hire charge made for the specified times. The Authority will not be held responsible for any unforeseeable costs incurred by the Hirer.

## **20. RIGHT TO EJECT**

In the event of a breach by the Hirer of its obligations under paragraphs 10, 11 and/or 18 of this Hire Agreement the Authority shall have the right, in its sole discretion, to:

- a) require any person, whether or not a security badge has been issued to that person, to leave the Authority's premises
- b) refuse to permit anything to be brought into, or to require anything to be removed from, the Authority's premises.

## **21. RIGHT OF ENTRY**

The Authority reserves the right to enter any part of the rooms at any time during the Hire Period.

## **22. TERMINATION BY THE HIRER**

- i) If the Hirer terminates the Hire Agreement, the Authority shall be entitled to retain the deposit received to that date.
- ii) The Hirer shall also be liable to reimburse the Authority for any costs incurred by him in connection with the Hire Agreement or the filming to that date.

## **23. MINISTERIAL PRIORITY**

The Hirer accepts that the Hire Agreement and use of Lancaster House by the Hirer are subject to Ministerial Priority. This means that (without prejudice to paragraph 26) where the Authority in its discretion determines that it is necessary for the Secretary of State for Foreign and Commonwealth Affairs, or any other Minister or HM Government, to have use of all or a material part of the Rooms for the whole or any part of the Hire Period, the Authority may so notify the Hirer. The Notice shall be in writing and shall be given to the Hirer or its agent at the earliest practicable opportunity. Upon receipt of the Notice, unless the parties are able to agree otherwise to the satisfaction of the Authority, the Hire Agreement will terminate and the Authority will be under no liability whatsoever to the Hirer or any sub-licensee for any loss or damage which they may sustain in consequence of such termination. Paragraph 26 (iii) shall then apply. For all other costs paragraph 28 shall then apply

## **24. TERMINATION BY THE AUTHORITY FOR BREACH**

- i) If the Hirer, his servants, agents or licensees or invitees or any person using the premises in connection with the filming materially breaches or fails to observe or perform any of the Conditions (after notice and a

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reasonable opportunity to cure), or if the Hirer fails to secure their observance or performance or if it appears to the Authority (acting reasonably) that

- a) The Hirer intends to use the premises for any purpose other than the filming specified in the Hire Agreement; or
  - b) The filming may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the premises or its contents; or
  - c) The nature of the filming is such as to render it undesirable that it should take place in a building under the control of the Authority then the Authority may, without prejudice to any accrued rights against the Hirer, forthwith and without notice terminate the Hire Agreement.
- ii) The Hirer shall, immediately on such termination, vacate the premises and ensure that his servants, agents or licensees or invitees or any other person using the premises in connection with the Hire Agreement or the filming leave or be removed from the premises and the grounds immediately.
  - iii) The Authority shall be entitled to retain all sums paid under the Hire Agreement, and the Hirer shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement, and any costs incurred by the Authority, or for which the Authority may become liable in connection with the filming.
  - iv) The Authority agrees that in the event of any breach by the Hirer the Authority shall be entitled to an action at law for any damages actually suffered, but shall not be entitled to enjoin or injunct the Film (TV programme) or the exploitation of the Film (TV Programme) or any products deriving from it.

**25. TERMINATION BY THE AUTHORITY ON INSOLVENCY OR WINDING UP**

- i) The Authority may, without prejudice to any accrued rights against the Hirer, by notice terminate the Hire Agreement if
  - a) The Hirer is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Hirer makes an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if the Hirer makes an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to

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appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or

- b) The Hirer being an individual at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so; or
  - c) The Hirer is a partnership and any partner therefore at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so.
- ii) In the event of such termination the Authority shall be entitled to retain any deposit or sum of money that has been paid, and the Hirer, his trustees in bankruptcy, receiver, liquidator or administrator shall have no claim against the Authority in respect of such termination, nor for any liability, damage or loss the Hirer has sustained or may sustain in consequence of such termination.

**26. FORCE MAJEURE**

- i) The Authority shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, services or rooms where such failure is due to causes beyond the control of the Authority.
- ii) If the Authority, by reason of circumstances beyond its control, fails to provide the Rooms or a material part of the Rooms ready for use at the beginning of the Hire Period then (unless the parties otherwise agree) the Hire Agreement will terminate. The Authority will be under no liability whatsoever to the Hirer or any sub-licensee for any loss or damage which they may sustain in consequence of such termination.
- iii) If the Hire Agreement terminates under this condition, the Hirer shall be repaid all sums paid under the Hire Agreement, subject to the deduction of an amount equal to the sum of the costs incurred by the Authority up to the date of termination, and the part of the Hire Charge attributable to that part of the Hire Period which has elapsed prior to such termination.

In this condition "causes beyond its control" includes, without prejudice to its generality, terrorism, war, hostilities, fire, flood, tempest, riot, civil commotion, explosion of any kind, strike, lockout, labour difficulties, shortage of materials, interruption of transport, water, electricity, gas or other services, the need to execute urgent repairs to the Authority's premises and any Government controls, restrictions or prohibitions or any other Government act or omission whether local or national.

**27. HIRER'S LIABILITY**

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- i) The Hirer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the filming, except to the extent that such loss, damage etc is caused by the negligence of the Authority its servants or agents.
- ii) The Hirer indemnifies the Authority against any claim brought against the Authority in relation to any of the matters referred to in paragraph 22 (i).
- iii) The Phrase "servants or agents" mentioned in paragraph 27 (i) shall not include the Hirer any person authorised by the Authority to provide a catering service in the Authority's premises.

## 28. INSURANCE

The Hirer shall take out before, and maintain during the filming, insurance in respect of his liabilities under paragraph 27.

- a) with an insurer, and
- b) of an amount, which shall not be less than £5m and which is
- c) pre-approved by the Authority.

## 29. NOTICES

- i) Any notice or communications to be given to the Hirer may be sent by post to the address of the Hirer (or where the Hirer is contracting through an agent, that agent) appearing in the Hire Agreement or such other address of which the Hirer or that agent may have given the Authority written notice.
- ii) If any notice or communication is sent by post that notice or communication shall be deemed to have been received on the date when, on the ordinary course of the post, it would have been delivered.

## 30. VARIATION

- i) The Hire Agreement contains or refers to all the terms of the agreement made between the parties and those terms shall not be varied or added to except by a written agreement signed by the parties.
- ii) No statement in any pamphlet or brochure issued by the Authority constitutes a term of the Hire Agreement, nor a representation in reliance upon which the Hire Agreement has been entered into.

## 31. JOINT AND SEVERAL LIABILITY

If the expression "the Hirer" includes more than one person those persons shall be jointly and severally liable under the terms of the Hire Agreement.

### **32. MARGINAL NOTES AND HEADINGS**

The marginal notes and headings in these conditions shall not affect their construction or interpretation.

### **33. ENGLISH LAW**

This Hire Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

### **34. OFFICIAL SECRETS ACTS AND CONFIDENTIALITY**

- i) The Hirer undertakes to abide and procure that his employees abide by the provision of the Official Secrets Acts 1911 to 1989.
- ii) The Hirer shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.
- iii) The provision of this clause shall apply during the continuance of this Contract and after its termination howsoever arising.

### SECTION III – PRICE SCHEDULE

[To be completed according to specific contract]

#### PRICE

- 1.1 In consideration of the actual details of the filming in Section IV- Filming Requirements, the following FIRM (non-revisable) price will be paid:

Location charge  
(includes Management staffing, Fire Officer, Security)

[REDACTED]

- 1.2 The above price will remain firm and will not be subject to re-negotiation

Additional Service Charges: Porters

[REDACTED]

#### CANCELLATION FEES

If the Hirer cancels the event, the following cancellation fees will be brought into force:

28 days prior to the event	50% of the hire charge
14 days prior to the event	75% of the hire charge
7 days prior to the event	100% of the hire charge

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## SECTION IV – FILMING REQUIREMENTS

[To be completed according to specific contract]

- Title of Filming: **Downton Abbey**
- Details of Filming: **Carnival Productions Limited**
- Required length of hire: **1 Day**
- Location (including specific rooms): **Grand Hall, Grand Staircase, Music Room, basement, Long Gallery & East Ante Room**
- Approximate number of people involved: **200**

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