

Terms and Conditions for Filming on Scotland's Canals

By completing the Scottish Canals filming and photography process and signing a letter of indemnity in completion of this process, you agree to comply with and be bound by the following:

Definitions

“**We**”, “**Us**” and “**Our**” means Scottish Canals, British Waterways, Our employees and agents.

“**You**” and “**Your**” means the third party (individual, group or organisation) applying to undertake filming and / or photography on the Scottish Canals

“**Event**” means the filming and / or photography occasion or undertaking which a third party (individual, group or organisation) wishes to hold on Scottish Canals’ land or water

In these terms and conditions words importing the singular number includes the plural number and vice versa.

Interpretation

1. **We** make no representation or warranty as to the suitability of the Site for the Event;
2. **We** accept no responsibility for any injury or harm **You** or any person under **Your** control or taking part in the Event by **Your** invitation may suffer as a result of the Event, except where such injury or harm was caused by **Our** negligence;
3. **You** agree to undertake a risk assessment prior to the Event and to provide a copy of it to **Us** upon request;
4. **You** agree to obtain and keep in full force and effect at all times in respect of **Your** use of the Site for the Event, public liability insurance, and if appropriate products liability insurance, which shall not be less than five million pounds per policy and to provide to **Us** on request documentary proof that the policies have been put in place;
5. **You** agree only to use the Site for the purposes of the Event;
6. **You** agree to ensure that the right of way of members of the public using the towpath at the Site is not in any way hampered as a result of the Event;
7. **You** agree to make good any damage caused to the Site as a result of the Event;
8. **You** agree to leave the Site in a clean and tidy state on completion of the Event;
9. **You** agree to indemnify **Us** and keep **Us** indemnified against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising as a result of the Event being held at the Site;
10. **You** agree to nominate an event organiser for the Event and to provide details of the nominated person to **Us** prior to the Event taking place;
11. **You** agree to comply with all relevant health, safety and environmental legislation, codes of practice, guidance and any of **Our** policies and procedures in force at the time of the Event, including but not limited to the canal bye-laws for the Site;
12. **You** agree to comply with any reasonable instructions issued to **You** from any of Our authorised staff;
13. **You** agree to inform any person or invitee under **Your** control of these terms and conditions and to ensure that they comply with them at all times during the Event.
14. Any notice given pursuant to these terms and conditions shall be in writing and shall be sufficiently given to any party if sent in a letter by first class post or e-mail to the Nominated Person of that party;
15. These terms and conditions shall be construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish court.
16. **You** agree to submit payment for any agreed fees or charges relating to the event, including additional charges, overtime, additional requests etc., no later than 30 days from receiving **Our** invoice