

INTU CENTRE NAME COMMERCIAL PHOTOGRAPHY & FILMING POLICY

Intu is committed to protecting the privacy and security and ensuring the safety of staff and members of the public at our shopping centres. As such, we only allow commercial photography and filming to take place on the terms set out in this document and with our prior written consent. References to photography, filming, shoots, etc below include any kind of recording device (including, but not limited to digital cameras, film cameras, mobile cameras, video cameras and sound recording devices).

You must read and agree to the terms set out in this document if you are planning on engaging in any of the following forms of photography or filming in our shopping centres:

- For commercial purposes; or
- Photography or filming commissioned by intu or its shopping centres
- Using equipment more substantial than hand-held cameras or video recorders.

You must send or email us a signed copy of this document and our application form when you ask for our consent. Your signing this document does not oblige us to give our consent. We may also require at our discretion each person involved in the shoot to sign this document.

Your application for consent

We can only provide our consent for you to take photographs or make films at our shopping centres if you give us as much advance notice as is possible. You must contact a member of the intu Centre name marketing team on 01708 689933 and complete the "Intu Commercial Photography & Filming Application Form". You should seek permission at least 14 days in advance where possible, however, we will always endeavour to accommodate requests within shorter timescales where possible. If your filming or photography will be on a large scale or take a long time, you should seek permission at a much earlier stage. We will respond to you with our decision as soon as is reasonably practicable. If we accept your application, we still reserve the right to further change our conditions and requirements, including changes to your application to ensure the safe and smooth running of our shopping centres at all times.

Conduct of shoots

As a minimum, we will always require you to comply with the following conditions in connection with the shoot:

1. The shoot must not change from the information provided in your application for consent, except with our written prior consent.
2. The shopping centre is a public and family place, so the nature and content of any photographs, films or activities must respect that.
3. You must abide by the shopping centre's health and safety policy and comply with our instructions (including those of our security, fire officer and health & safety staff) in connection with (a) where and how you carry out the shoot and (b) the placing of notices alerting the public) at all times.

4. All persons involved in the shoot must behave in a professional and respectful manner. You must keep disruption to our visitors to a minimum.
5. You must return any of our property to intu **Centre name** Centre Management promptly at the end of the shoot or when asked to do so by us.
6. You must not cause an obstruction or damage any property. You must not, at any time, leave equipment unsupervised.
7. You must not photograph or film individual storefronts or store interiors, although they can appear in the background provided they are not the focus of the shot and more than one store is featured. You will need both our consent and the consent of the individual stores to do this.
8. You must obtain proper insurance from a reputable insurer that adequately covers all risk associated with your activities and fully protects us financially. You must provide us with valid certificates confirming that you have the required level of insurance to undertake activities within the centre.
9. All photographers and anyone else involved in the shoot must carry the 'Permit to Photograph / Film' which we will provide to you.
10. You must not publish or broadcast the photographs or films without our prior approval and you will show us what you propose to publish or broadcast in advance (please contact a member of the intu **Centre name** marketing team) in order to give us time to properly consider the proposal and revert to you.

We MAY also, depending on the nature and timing of the shoot, require photographers and anyone else involved in the shoot to wear centre-branded Hi-Vis waistcoats (which we will provide to you, depending on the number involved in the shoot) during the shoot.

If you breach any of these conditions, we reserve our rights to cancel your authorisation to undertake the shoot or filming activities and to require you to leave the shopping centre.

Privacy and consents

You must ensure that the individuals captured in your photographs or films have provided their written consent to being photographed or filmed, including for the purposes you intend to use the photographs or films. Photographers must not take photographs of or film identifiable individuals in the shopping centre unless the individuals have given their express consent. However, we do not expect you to obtain consent from individuals contained in a large crowd shot, but you should obtain their consent and/or pixelate their identity if necessary to protect their privacy. A "large crowd shot" means a photograph or shot of a large crowd scene in which no one or more individuals are the focus of the photograph or shot. The fact that one or more individuals are identifiable from the photograph or shot does not prevent it from being a "crowd shot" provided that they form part of the crowd, are not the focus of the photograph or shot and have not been deliberately included.

You must obtain individuals' written permission on the appropriate Photography / Filming Consent Form(s) ("PFCF"). Copies of the relevant PFCF must be taken to each event and filled in by the subjects of the shots (or their parents / legal guardians if they are under 16 years of age).

You may not need a PFCF for individuals under the age of 16 if they are covered by a general school / organisation photography / film permission agreement. If you have your own adequate consent forms, these may be suitable. Please liaise with us.

These guidelines do not remove your obligations to comply with the laws of privacy and data protection and other laws.

Responsibility for photography or filming

You are solely responsible for any photography, filming and other recording you undertake. It is your responsibility (and not ours) to ensure that you abide by the law and respect other people’s privacy. We make no representation and give no assurance that your photography or filming will be lawful or otherwise permissible.

You are responsibly for ensuring that the shoot is carried out in a safe and orderly way, in accordance with best industry practice, and without unduly interfering with the enjoyment and privacy of visitors to and staff working at the centre. You must carry out appropriate health & safety risk assessments before coming on site to conduct the shoot and provide us with a copy in advance to consider as part of your application.

You agree to indemnify us if we suffer any loss or damage, incur any costs or expenses or receive any claims arising out of your photography and filming.

Your agreement

By signing this document you acknowledge and accept the terms of intu’s Commercial Photography & Filming Policy and agree to comply with them.

Photographer: **Date:**

Company name:

Address:
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