



Terms and Conditions for the use of Historic Monuments

Cadw is the Welsh Ministers' historic environment service. Its aim is to promote the conservation and appreciation of Wales's historic environment.

1. The Hirer undertakes to keep the Welsh Ministers fully and effectually indemnified against all actions, proceedings, costs, claims, demands and liabilities whatsoever (whether or not arising from any damage, inconvenience or disturbance) consequent upon or arising in any way from or in connection with filming or the hire activity stated below ("the Activity") at the Monument to the extent where directly caused by the negligence, error or omission of the Hirer.
2. The Hirer also undertakes to fully and effectually indemnify the Welsh Ministers against damage or injury caused to any person arising in any way from or in connection with the Activity at the Monument to the extent where directly caused by the negligence, error or omission of the Hirer.
3. The Hirer undertakes not to cause or permit to be caused any damage to the Monument and to keep the Welsh Ministers fully and effectually indemnified against all liabilities, costs, claims and demands consequent upon or arising in any way from or in connection with any damage being caused to the Monument during their period of access, to the extent directly resulting from the negligent act or omission of the Hirer or their employees or agents. The Hirer will also be liable for all legal costs and expenses arising in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Activity to the extent that the loss, damage or injury is directly caused by the negligent or willful act or omission of the Hirer or their employees or agents.
4. The Hirer shall use the Monument at their own risk and no liability shall attach to the Welsh Ministers in respect of any loss or damage to property of the Hirer, or to any guests of the Hirer, at the Monument or in any way arising out of the condition of the Monument **SAVE THAT** neither the Hirer nor the Welsh Ministers shall limit their liability for death or personal injury caused by negligence or any other liability which cannot be excluded or limited under applicable law.
5. The Hirer must make all arrangements in advance with and to the satisfaction of and without cost to Cadw, before the activity can take place at the Monument. If Cadw finds it necessary to provide any service or make special supplies in connection with the activity, whether at the request of the Hirer or not, the Hirer will be required to reimburse Cadw for its costs.
6. The Hirer must arrange full Public Liability Insurance for the duration of the activity. This must include cover for the Hirer's negligent and accidental damage to the Monument, and have a minimum limit of cover of £5million. The Hirer must provide a copy of the insurance to Cadw before the activity can take place.
7. No equipment is to be attached to the masonry at the Monument and no ground disturbance is permitted at the Monument. Cadw may at their sole discretion require protective measures to be put in place to protect the ground and masonry. Should the Hirer wish to undertake specialist filming-related requests such as the use of special effects or activities in sensitive, dressed areas then this will be subject to a risk assessment and may require the Hirer to commission a conservator. Requests to peg equipment into the ground must be approved by Cadw in advance of the activity taking place.
8. The Hirer shall not use the Monument for any illegal, dangerous unjustifiably offensive or otherwise inappropriate activity; for the filming of any scenes of a sexual, offensive or inappropriate nature, and must be within keeping when judged against generally accepted standards or which is likely to unfairly or inaccurately damage the reputation of the Welsh Ministers.
9. The Hirer must at all times follow the instructions of the custodian and/or Cadw's inspectors or commercial team,

when filming or taking photography at an event or excavation at the Monument. Where Cadw have instructed the requirement for additional licences to cover the performance of music or sale of alcohol, the Hirer is responsible for ensuring that these are obtained and copies provided to Cadw in advance of the activity taking place.

10. The Hirer must seek approval to display advertising materials at the monument. Cadw reserves the right to refuse advertising if deemed inappropriate or could damage the reputation of the Welsh Ministers.

11. If the activity takes place during normal opening hours, the public will continue to be admitted to the Monument. Any interference with the normal access of staff or members of the public to the areas being filmed must be kept to the minimum and agreed in advance by Cadw.

12. If the activity takes place outside normal opening hours, arrangements will be made for Cadw staff in attendance to be remunerated. Where such a charge applies Cadw will confirm amounts and will be claimed from the Hirer by Cadw.

13. The Hirer must remove all of their belongings, waste and litter from the Monument. Cadw reserves the right to recover any additional costs incurred from such removal, arising from the Hirer or as a result of its activity.

14. Cadw reserves the right to forbid or suspend any activity which it reasonably considers to be unjustifiably offensive or likely to be so.

15. Unless a reason acceptable to Cadw is given failure to take up, on the agreed date, the facilities negotiated may entail liability for a charge.

16. Cadw reserves the right to charge a fee for the use of the Monument or to claim reimbursement for loss of admission receipts.

17. Cadw reserves the right to withdraw an offer in the event of any of these conditions not being met.



Llywodraeth Cymru
Welsh Government