

FILM LOCATION AGREEMENT

This Agreement is made on

20[] (the “Effective Date”)

BETWEEN:

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** whose administrative offices are at University Offices, Wellington Square, Oxford OX1 2JD (the “University”); and
- (2) <_____> a company registered in [England] whose registered office is at <_____> (the “Company”)

1. PERMISSION TO USE THE LOCATION

- 1.1 Subject to the terms of this Agreement, the University grants the Company (including its employees, independent contractors, agents and suppliers) permission to enter and use the premises known as <_____> and situated at <_____> (the “Premises”) together with any and all fixtures, fittings and signs in or on the Premises (which fixtures, fittings and signs shall be included in the definition of the Premises) for the purpose and at the times set out in the remainder of this clause 1.
- 1.2 The permission granted to the Company by clause 1.1 is for the purpose of still photography and making motion pictures, videotapes, photographs and sound recordings in connection with the production, exhibition, advertising and exploitation of the film of which the working title is <_____> (the “Film”), and for no other purpose.
- 1.3 The permission granted to the Company by clause 1.1 is for the period commencing at [time] on <_____> and ending at [time] on <_____> (the “Permitted Period”) and during this period the Company’s use of the Premises shall not commence before [time] and shall not continue after [time] on each day.
- 1.4 For the avoidance of doubt, the Company is not obliged to use the Premises at all, nor to make any motion picture, nor to include in the Film any material photographed or recorded pursuant to this Agreement.

2. FEES

- 2.1 In consideration for the permission granted to the Company by the University in clause 1 above, the Company will pay to the University the fees set out in Schedule One to this Agreement and at the times set out in that Schedule.
- 2.2 In addition to the fees referred to in clause 2.1, if the parties agree that if the permission granted to the Company in clause 1 will occasion any disruption to the normal income generating activities of the University at or in the vicinity of the Premises (including any areas used by the Company for setting up purposes), the Company will pay the further amount set out in Schedule One in respect of such disruption.
- 2.3 The amounts set out in Schedule One are exclusive of VAT, which shall be payable by the Company in addition.

- 2.4 If the Company terminates this Agreement in accordance with clause 9.1 the Company shall pay to the University a cancellation fee of <_____>, which fee shall be due not later than fourteen days after the date of such termination, but the Company shall have no further obligation to the University in respect of the amounts referred to in clauses 2.1, 2.2 and 2.3 above.

3. ALTERATIONS TO AND RESTORATION OF THE PREMISES

- 3.1 Before the beginning of the Permitted Period the Company will provide the University (through <_____>) with a complete schedule of works which it wishes to undertake in relation to the Premises and the University will inform the Company whether or to what extent it agrees that such works may be undertaken. The schedule of works as agreed shall be attached as Schedule Two to this Agreement.
- 3.2 Immediately before the beginning of the Permitted Period the University, through <_____>, will compile a schedule of the condition of the Premises and any fixtures, fittings, signs and similar on the Premises and the Company will check such schedule and, when it is agreed with the University, sign it to indicate that the Company accepts it as a fair record of the condition of the Premises. Such schedule of condition shall then be added as Schedule Three to this Agreement and it shall be incorporated as part of the Agreement notwithstanding that the Agreement has previously been executed.
- 3.3 The Company need not perform any of the works listed in Schedule Two but may not make any other alterations without the prior written consent of the University through <_____>.
- 3.4 Subject to clause 3.1 the Company may place all necessary facilities and equipment on the Premises, including temporary sets.
- 3.5 The Company will remove any facilities and equipment placed on the Premises in accordance with clause 3.4 by the end of the Permitted Period and will otherwise reinstate the Premises to the condition they were in at the beginning of the Permitted Period as indicated by the Schedule of Condition in Schedule Three. Following such reinstatement the University will satisfy itself that the Premises have been adequately reinstated and the facilities and equipment of the Company removed from the Premises and, when satisfied, the University, through <_____>, will execute the Location Restoration Release Declaration contained in Schedule Four to this Agreement.

4. RIGHTS IN INTELLECTUAL PROPERTY AND REFERENCES TO THE PREMISES

- 4.1 The Company will own absolutely all intellectual property rights arising from its use of the Premises in accordance with this Agreement including all rights in and to still pictures, motion pictures, videotapes, photographs and sound recordings made pursuant to this Agreement; and the University will have no right of action against the Company arising out of any use of any such still pictures, motion pictures, videotapes, photographs and sound recordings.

- 4.2 In connection with the Film, the Company may refer to the Premises or any part of the Premises by any fictitious name, and may attribute any fictitious events as occurring on the Premises.

5. CONDUCT OF PERSONS USING THE PREMISES

- 5.1 The Company undertakes that none of its employees, agents, independent contractors or suppliers will smoke or kindle any fire in the Premises; or take any food or drink onto the Premises; or grant access to the Premises to any person not connected with the purpose for which permission to use the Premises is granted under this Agreement.
- 5.2 The Company accepts that the University has the right to control issues relating to health and safety in respect of use of the Premises and undertakes to ensure that its employees, agents, independent contractors and suppliers obey any instruction given by any officer of the University and any notice present in any part of the Premises in connection with such issues.
- 5.3 Further, the Company accepts that officers of the University who have reason to be on the Premises in connection with their duties as officers of the University may be present at any time during the Permitted Period; and the Company agrees that it and its employees, agents, independent contractors and suppliers will comply with any reasonable directions given by such officers in respect of use of the Premises.
- 5.4 If the Premises form part of the Bodleian Library, the Company accepts that parts of the Library other than the Premises may continue to be open to readers of the Library. The Company shall not interfere with such readers' access to and use of the Library, excluding the Premises, for their usual purpose and shall direct any requests relating to such persons to an officer of the University.

6. RE-ENTRY ONTO THE PREMISES

- 6.1 Within six months after the end of the Permitted Period the Company may request the University's permission to re-enter and use the Premises for a stated period for the purpose of photographing re-takes, added scenes or similar material in connection with the Film and the University will promptly notify the Company whether or not it agrees to such request. The University will attempt to accommodate the Company's request but does not guarantee to do so.
- 6.2 If the University accedes to the Company's request referred to in clause 6.1, the Company's further re-entry onto and use of the Premises will be on the same terms and conditions as contained in this Agreement except that the provisions of clause 2.1 shall not apply but instead the Company will pay the University the further use fee set out in Schedule One, which fee shall be paid to the University before the Company's re-entry onto and use of the Premises.

7. UNDERTAKINGS AND INDEMNITIES

- 7.1 In exercising the rights granted to it under this Agreement the Company will use its best endeavours to prevent any damage to the Premises as a result of its use of the Premises for the purposes permitted by this Agreement; and the Company shall indemnify the University and keep the University fully and effectively indemnified

against any loss, cost or damage resulting from the Company's breach of its undertaking given in this clause 7.1.

- 7.2 The Company further undertakes to be responsible to the University for any damage caused to the Premises by any of its employees, agents, independent contractors, suppliers or any other person, including persons under the age of eighteen, who may be brought onto the Premises or permitted to enter the premises by the Company or any of its employees, agents, independent contractors or suppliers. The Company shall indemnify the University and keep the University fully and effectively indemnified against any loss cost or damage resulting from the Company's breach of its undertaking given in this clause 7.2.
- 7.3 The Company shall indemnify the University and keep the University fully and effectively indemnified against any claims or demands made against the University by any person arising out of or based upon any personal injury, death or property damage suffered as a result of the Company's negligence (or that of its employees, agents, independent contractors or suppliers) in connection with its use or reinstatement of the Premises.

8. INSURANCE / LIMITATION OF THE UNIVERSITY'S LIABILITY

- 8.1 The Company warrants that it has and will maintain in force appropriate and adequate insurance cover in respect of any loss cost or damage which may be suffered by the University and/or any employee, officer, student or agent of the University relating to the Company's acts or omissions in respect of the Premises.
- 8.2 To the extent permitted by law, the University's aggregate liability to the Company in respect of anything arising out of or in connection with this Agreement shall in any event be limited to the total of the amounts received by it from the Company pursuant to this Agreement.
- 8.3 The liability of either party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 8.4 Without prejudice to any right which the Company may have to claim against the University, the Company undertakes to make no claim in connection with this Agreement or its use of the Premises against any employee, officer, student, agent or appointee of the University other than a claim relating to fraud or wilful misconduct on the part of such employee, officer, student, agent or appointee of the University.

9. TERMINATION

- 9.1 The Company may terminate this Agreement for any reason by giving notice in writing to the University at least seven days before the start of the Permitted Period, whereupon the provisions of clause 2.4 shall apply.
- 9.2 The University may terminate this Agreement with immediate effect by giving notice in writing to the Company if the Company becomes insolvent or has a receiver or an administrator appointed in respect of all or any of its assets, or enters into any

arrangement with its creditors, or takes any other action in relation to inability to pay its debts as they fall due.

- 9.3 Either party may terminate this Agreement by reason of the other party's breach upon giving notice in writing to the other stating the breach and the party's intention to terminate, such termination to take effect, if the breach is incapable of cure, with immediate effect, or, if the breach is capable of remedy, at the end of such period as the party not in breach shall specify, being a period of not less than fourteen days, provided that termination shall not take effect if the party in breach remedies such breach within the specified period.

10. NOTICES

- 10.1 The University's representative for the purposes of receiving notices under this Agreement shall be:

- 10.2 The Company's representative for the purposes of receiving notices under this Agreement shall be:

11. GENERAL

- 11.1 If either party is prevented by reasons beyond its control, such as weather, fire, civil unrest or act of God from carrying out any of its obligations under this Agreement (other than an obligation to make payment) then such party will be excused from carrying out such obligations for the duration of the relevant event and the parties shall discuss and agree between them an arrangement for resumption at a later date of the obligations so prevented.
- 11.2 Failure by either party to assert any of its rights granted under this Agreement shall not constitute a waiver by that party of any of its rights arising under this Agreement.
- 11.3 Except for clause 8.4 of this Agreement (which is intended to be enforceable against the Company by the persons named in it), this Agreement is not intended to be enforceable by any person who is not a party to it and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.
- 11.4 This Agreement and its four schedules constitute the entire agreement between the parties in relation to the subject matter. No variation may be made to this Agreement otherwise than in writing and signed by authorized persons of behalf of each party.

- 11.5 Neither party may assign its rights and obligations under this Agreement, or any of them, unless the other party shall have given its prior written consent, such consent not to be unreasonably withheld or delayed.
- 11.6 If any payments due under this Agreement shall remain outstanding after the date on which they are stated to be due then the party to whom such payment is owed shall be entitled to charge interest on the amounts outstanding at a rate of 5% above the base rate from time to time of Barclays Bank Plc, compounded annually at 31 December.
- 11.7 If any clause of this Agreement is held by any competent court of law to be illegal or unenforceable then such clause shall be omitted from this Agreement and replaced by a clause which matches the effect of the omitted clause as nearly as possible but which is legal and enforceable; and the remaining clauses of this Agreement shall remain in full force and effect.
- 11.8 This Agreement is governed by and shall be construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction to hear matters arising under or in connection with this Agreement.

**SIGNED FOR AND ON BEHALF OF
THE CHANCELLOR, MASTERS AND
SCHOLARS OF THE UNIVERSITY
OF OXFORD BY:**

SIGNED FOR AND ON BEHALF OF

.....

BY:

.....

Name:

Name:

Position:

Position:

Date:

Date:

SCHEDULE ONE

FEES / FURTHER USE FEE/ DISRUPTION FEE

Fees

The Company shall make the following payments on the following dates:

Further Use Fee

The Company will make the following payment(s) before any re-entry onto and use of the Premises in accordance with clause 6.1 of this Agreement:

Disruption Fee

The Company will make the following payment(s) in respect of any disruption caused to the income generating activities of the University by the activities permitted under this Agreement:

SCHEDULE TWO
AGREED SCHEDULE OF WORKS

SCHEDULE THREE
SCHEDULE OF CONDITION

SCHEDULE FOUR

LOCATION RESTORATION RELEASE DECLARATION

Date:

The Chancellor, Master and Scholars of the University of Oxford whose administrative offices are at University Offices, Wellington Square, Oxford, OX1 2JD (the “University”) now declares to <_____> whose registered office is at <_____> (the “Company”) as follows:

1. In accordance with clause 3.5 of the Film Location Agreement executed by us with the Effective Date of (the “Agreement”) the University declares that it has inspected the Premises (as defined in that Agreement) and agrees that the Premises have been reinstated to the University’s satisfaction in accordance with the terms of the Agreement.
2. The University releases the Company from any duties and obligations which the University may have had against the Company in connection with the Company’s alteration and reinstatement of the Premises, except that the University reserves its rights against the Company in respect of any matters which are discovered after the date of this Declaration and which could not reasonably have been discovered at the date of this Declaration.
3. This Declaration is binding upon the University and the Company and their respective successors, licensees and assigns, and may not be modified except in writing signed by authorized persons on behalf of the parties.
4. This Declaration shall in no way be deemed to limit or otherwise affect the rights granted to either party under the Agreement.
5. This Declaration shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction in relation to it.

**SIGNED ON BEHALF OF THE
UNIVERSITY BY:**

**ACKNOWLEDGED ON BEHALF
OF THE COMPANY BY:**

.....

.....

Name:

Name:

Position:

Position:

Date:

Date:

WD132-032