

## Location Agreement Information Sheet

Commercial filming and photography on campus is likely to require a Location Agreement.

### Your enquiry

You must make your enquiry at least 14 days in advance of your first shooting date. We have to coordinate and communicate many parts of the University to ensure your shoot goes smoothly.

We will ask you for details about your shoot, so it's best to have this information to hand:

- Preferred dates, times and locations of the shoot.
- Description of the project including the intended use of captured material

We may ask for a shooting script, a draft production schedule or other details to help us decide whether to take a booking. We reserve the right to refuse your booking request.

### There will be charges

Once we have some detail from you we can give you an indication of costs. The scale and sources of our charges will vary from shoot to shoot.

- There will definitely be a charge for handling your booking. Simple bookings cost less than complex or time-consuming bookings.
- If your shoot uses the grounds of the University there will be a charge passed on to the Grounds Department who maintain our beautiful campus.
- Most venues, spaces or rooms have a booking charge.
- Some venues require specific staff to be present. For instance, a theatre will require at least one theatre technician.

### You may have other costs

- You must hold \$20m of Public Liability Insurance in respect to any one claim.
- You must hold employers' indemnity insurance cover including workers compensation insurance in respect of all your employees for the period of the booking.
- At least one member of your crew may be required to complete an online contractor induction to ensure compliance with University procedures for safe working.
- Your shoot may demand additional Security staff. We require you to engage an approved supplier who is inducted into the policies and procedures of the University.
- Your shoot may need additional power or other technical services. We may require you to use specific suppliers.
- You might need additional parking services.
- If the shoot causes any damage, you will be charged for fixing it.

### There will be conditions

Specific conditions will vary according to the nature of the shoot. For example:

- We may require that specific credits for the University are made, or that filming is not identified or associated with UWA.
- We may require that captured media is only used for specific purposes.

The following pages show the Standard Terms and Conditions of a Location Agreement.

For more information, or to enquire about making a booking, contact University Theatres on +61 (0) 8 6488 2691 or email [bookings-theatres@uwa.edu.au](mailto:bookings-theatres@uwa.edu.au).

## STANDARD TERMS AND CONDITIONS

### GRANT OF ACCESS

1. UWA grants the Hirer a non-exclusive right to access the Location, together with its personnel, staff, sets and equipment, during the Hire Period, for the Hire purpose.

### APPROVAL CONDITIONS

2. The Hirer must provide UWA with details of any substantial changes to the Hire purpose after the date of this agreement, and at any time during the Hire period. UWA reserves the right to refuse and prevent any activity it deems inappropriate for any reason at any time during the Hire period.
3. The Hirer must comply with the Special conditions (if any) set out above.

### FEES AND CHARGES

4. In consideration of access to the Location, the Hirer will pay UWA the Hire fee and any Other costs set out above, at the time and in the manner set out above.

### HIRER COVENANTS

5. The Hirer must not use the Location for any purposes that are not expressly permitted under this agreement or by written authorisation of UWA.
6. The Hirer must not make or permit any alteration or addition to the Location or to any structure or facility in or on the Location without the prior written consent of UWA. Any alteration or addition authorised by UWA must be removed by the Hirer at the end of the Hire period.
7. The Hirer must not damage the Location or any structure or facility within the Location or allow them to be damaged. The Hirer will be responsible for repairing all such damage.
8. The Hirer must leave the Location clean and in the same order and condition as existed at the commencement of the Hire period.
9. UWA may request the Hirer carry out, or UWA may carry out at the expense of the Hirer, any additional cleaning or other work required to restore the Location to a satisfactory condition.

### INSURANCE

10. The Hirer will maintain the required insurance during the Hire period and provide evidence of such insurance to UWA prior to the commencement of the Hire period.

### OBSERVANCE OF LAWS

11. The Hirer must comply with the provisions of The University of Western Australia Act 1911, its by-laws, statutes and regulations, and any reasonable direction given by UWA personnel. The Hirer is responsible for ensuring that all licences, permits and authorities relating to access to the Location including UWA parking permits are obtained through the Public Affairs Office at UWA before commencement of the Hire period.
12. The Hirer will indemnify UWA against all losses, expenses, liabilities claims and damages incurred as a result of the Hirer's breach of any such requirements.

## LIABILITY

13. UWA will not be liable for any act or omission of the Hirer, whether that act or omission is in breach of this agreement, negligent or otherwise. None of UWA, its employees or subcontractors will be liable for any loss or damage sustained by the Hirer or any other person directly or indirectly from or in connection with the access to the Location or the activities undertaken by the Hirer at the Location unless such loss or damage arises from the negligence of UWA.

## INDEMNITY

14. The Hirer hereby releases and indemnifies UWA, its officers, employees and agents from and against all actions, claims, proceedings and demands whatsoever, including through contract or tort which may be made or brought by any person, body or authority against it or them or any of them in respect of any loss, injury or damage including death and consequential loss arising out of the Hirer's access to the Location or the activities undertaken by the Hirer at the Location.

## FILM, CREDITS AND PUBLICITY

15. The Hirer may represent the Location in the Film under any name (whether real or fictional) and in any manner, and may exploit the Film in all media now known or later brought into existence.
16. The Hirer will acknowledge the assistance of UWA in any film credit and other publicity in a manner to be mutually agreed between UWA through the Public Affairs Office and the Hirer.
17. Neither party will use the name of the other party, nor of any member of the other party's employees, in any publicity, advertising, or news release without the prior written approval of an authorised representative of that party.

## DISPUTES

18. If there is any dispute between UWA and the Hirer arising from or in relation to this Agreement the parties will in the first instance attempt in good faith to settle the matter by negotiation.
19. This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement.
20. This Agreement will be governed in accordance with the laws of Western Australia.