Film Location Agreement

This Agreement is made on [date of agreement here] 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) [Registered name of company here], a company registered in country whose registered office is at [Full address of registered company here. Company number (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 the [Location area name/s here] (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 filming the specific items from the Ashmolean Museum Collections, listed in Schedule One in connection with [Type of production here – TV, Film etc], of which the working title is [Title of production here] (the “Film”), with rights, worldwide, all media for the duration of five years, (the “Purpose”), and, unless the parties agree otherwise in writing, for no other purpose and for no other media.

1.3. The permission granted to the Company by clause 1.1 is for the period commencing at [Start Time here, format 24hr clock] 200? and ending at [Finish time here, format 24hr clock] 200? (the “Permitted Period”) and during this period the Company’s use of the Premises shall not commence before [Start time minus 5 mins usually] and shall not continue after [Finish time plus 5 mins usually] on this day.

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 Two 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 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 Two in respect of such disruption.

2.3. The amounts set out in Schedule Two 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 8.1 the Company shall pay to the University a cancellation fee of 15% of the total fee (net of VAT), 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 and 2.2 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 the Commercial Manager, Ashmolean Museum) 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 Three to this Agreement.

3.2. Immediately before the beginning of the Permitted Period the University, through the Commercial Manager, 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 and agree such schedule signing to indicate that the Company accepts such schedule as a fair record of the condition of the Premises. Such schedule of condition shall then be added as Schedule Four 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 Three but may not make any other alterations without the prior written consent of the University through the Commercial Manager at the Ashmolean Museum.

3.4. Subject to clause 3.1 the Company may place all necessary facilities and equipment, including temporary sets, on the Premises.

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 contained in Schedule Four of this Agreement. 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 the Commercial Manager, will execute the Location Restoration Release Declaration contained in Schedule Five 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 film footage 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 film footage and sound recordings.

4.2. The Company will include a credit in the [final production] in the words: “By permission of The Ashmolean Museum, University of Oxford”

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. Without prejudice to the previous sentence, the Company shall not be relieved of any of its obligations to ensure the health and safety of its employees, sub-contractors, agents and independent contractors.

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.

6. **Undertakings and Indemnities**

6.1. In exercising the rights granted to it under this Agreement the Company undertakes that it will use its best endeavours to prevent any damage to the Premises as a result of its use of the Premises and the Company agrees to 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 6.1.

6.2. 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 will 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 6.2.

6.3. The Company will 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.
7. **Insurance / Limitation of the University’s Liability**

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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 willful misconduct on the part of such employee, officer, student, agent or appointee of the University.

8. **Termination**

8.1. 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.

8.2. 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.

8.3. 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 or (in the case of the Company) relates to any damage to the Premises, or any other property of the University, or any works undertaken other than strictly in accordance with Schedule Two, 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.

9. **Notices**

9.1. The University’s representative for the purposes of receiving payment and notices under this Agreement shall be:

Declan McCarthy  
Commercial Manager  
Ashmolean Museum  
Beaumont Street  
Oxford  
OX1 2PH
9.2. The Company’s representative for the purposes of receiving notices under this Agreement shall be:

[Name of contract signee here]
[Full address of contract signee here]

10. General

10.1. 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.

10.2. 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.

10.3. Except for clause 8.3 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.

10.4. This Agreement and its five 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 authorised persons on behalf of each party.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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:

.............................................................................

Name: Declan McCarthy
Position: Commercial Manager, Ashmolean Museum
Date:

.............................................................................

SIGNED FOR AND ON BEHALF OF
[COMPANY NAME HERE]
BY:

.............................................................................

Name:
Position:
Date:
SCHEDULE ONE

LIST OF ITEMS TO BE FILMED (total)
SCHEDULE TWO

FEES / FURTHER USE FEE/ DISRUPTION FEE

Fees

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

Release fees for items flat fee £

Facility Hire

[Insert number of hours here] @ £350.00 per hour £

Rights fees as per clause 1.2 £

Total (ex vat) £

Total (inc. vat) £

Please note: Any run on will incur additional facility hire costs pro rata per hour

For the avoidance of doubt full payment of [£ ] (including vat) must be paid within 14 days of filming.

N.B. The Ashmolean Museum is entitled as part of the fee structure to a free copy on DVD of the final programme in which footage filmed pertaining to this agreement is used.

Further Use Fee

To be negotiated under separate contract

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:

Not applicable
SCHEDULE THREE

AGREED SCHEDULE OF WORKS
SCHEDULE FOUR
SCHEDULE OF CONDITION: Premises and Purpose

A copy of a full statement of public liability is required prior to filming.

Condition of building briefly noted as follows

[Area/internal/external]
[Location ]

All existing wear and tear, by way of abrasions, dents in furniture walls and floor is accepted.

To avoid further damage equipment must NOT be placed on any woodwork or stonework internal and external at any time without protection. Rubber matting must be used at all times. Please note that this applies to metal tracking in all internal and external areas.

Items
Instructions and advice from Museum staff must be adhered to at all times. Museum personnel have full right of veto on how the materials and collections are used and this will be non negotiable. Items may only be handled by Museum staff.

N.B. No smoking, eating, drinking or chewing of gum is allowed on Museum premises. No smoking is allowed on Museum premises.

For security reasons the Museum reserves the right to check any bags being brought onto Museum premises.
SCHEDULE FIVE
LOCATION RESTORATION RELEASE DECLARATION

Date: [date of filming]
The Chancellor, Masters and Scholars of the University of Oxford whose administrative offices are at University Offices, Wellington Square, Oxford, OX1 2JD (the “University”) now declares [Insert company name here] a company registered in England whose registered office is at [company address here] (the “Company”) as follows:

1. In accordance with clause 3.5 of the Film Location Agreement executed by us with the Effective Date of [Date of location agreement here – must be the same as page one] (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:

..................................................
Name:

Position:

Date:

ACKNOWLEDGED ON BEHALF OF THE COMPANY BY:

..................................................
Name:

Position:

Date: