

UNIVERSITY OF READING

LOCATION AGREEMENT

Company name (including registration number) and contact details (registered business address, phone number and email) ("The Company"):	
University of Reading ("The University"):	(Royal Charter 000665) of Whiteknights, PO Box 217, Reading RG6 6AH, the United Kingdom
University Contact Person:	
Programme/Film:	
Purpose and intended use ("Purpose"):	
"Location":	
"Access Period" (including dates and times):	
"Agreed Fees" payable in accordance with clause (r):	
Full names of all persons attending the Location for and on behalf of the Company for the Purpose (the "Attendees")	
Details of any further requirements agreed with the University Contact Person (including any afterhours/weekend access requests):	

By signing this form the Company agrees to the following terms.

- a) This Filming Location Agreement, together with the relevant Booking Form and the Venue Reading Terms and Conditions provided with said Booking Form, shall constitute the Contract between the Company and the University. In the event of a conflict between the Filming Location Agreement, the Booking Form and the Venue Reading Terms and Conditions, the Filming Location Agreement shall prevail.
- b) The University grants to the Company the non-exclusive right during the Access Period to enter the Location and to film, photograph and record at the Location for the Purpose and to bring onto and into the Location such equipment as it may require for filming. The Company acknowledges that the University may need to cancel and postpone filming in the event of a Force Majeure Event.
- c) The Company (except to the extent contributed to by the University and any consequential or indirect losses) is responsible for personal injury caused at and/or damage to the Location and any contents at the Location which is caused directly by any negligent act or omission by the Company. The Company must promptly notify the University of any personal injury or damage caused.
- d) You agree to use reasonable care to prevent damage to the Location and to remove any and all property that You may place upon the Location in connection with its use. You also agrees to make good any actual damage caused to any part of the Location, provided that the University notifies You in writing with full details of such damage within 72 (seventy-two) hours of vacating it having finished filming. Where You are obliged to make good damage to the Location in accordance with this Clause its obligation will be limited to restoration of the damaged part of the Location to the same standard as it was immediately before the damage occurred.

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- e) You will provide the University Contact Person with an up to date list of Attendees not less than 24 hours before the start of the Access Period. The contents of this list shall include the full name of each Attendee and details of the dates they will attend the Location. Should the list of Attendees change during the Access Period, You shall provide an updated list to the University Contact Person.
- f) You must not film or photograph or record any works displayed or otherwise visible at the Location that may be protected by copyright, including artistic works displayed at the Location, without the prior permission of the University or any third party rights owner(s) as relevant, unless permissible under a fair dealing exception or as genuinely incidental under copyright law.
- g) Unless as otherwise agreed, You will own copyright in the audio and/or visual recordings made by You at the Location.
- h) Subject to clause (m) below, You can refer to the Location by its true name or by a fictitious name, or not at all.
- i) You must not film or photograph or otherwise capture and use the University's logo (including the University's name) or other brands in whole or in part without the University's prior written consent.
- j) If you capture, any University staff or contractors to the University speaking on behalf of the University, even if a consent form has been agreed with the relevant individual(s), you must inform the University Contact Person in writing and the University reserves the right to view the final cut of any footage and / or photography and the University may request You to remove anything of concern to the University.
- k) In the event the Purpose and intended use of the Film / Photography changes please promptly contact the University Contact Person as the University may have additional requirements / may need to revoke this consent.
- l) You must not move any furniture or other contents at the Location without the University's prior written consent.
- m) You warrant that that You will not do, or permit to be done, or record at the Location anything which is:
 - (a) illegal or which may be or becomes a nuisance, annoyance, inconvenience or disturbance to the University or those that are also at the Location or in surrounding areas;
 - (b) in contravention of the Counter-Terrorism and Security Act which the University is subject to and which obliges the University to have due regard to the need to prevent people from being drawn into terrorism, you must notify the University immediately if you feel there is anything being done at the Location of this nature;
 - (c) likely to bring the standing or reputation of the University into disrepute;
- n) You must obtain written or on camera consent in an appropriate form from any identifiable individual that may be filmed (even if they are in the background) at the Location confirming that they consent to their personal data being processed by You in the manner proposed and in accordance with all applicable laws, including but not limited to the Data Protection Act 2018.
- o) During the Access Period you must clearly display a filming location notice in any area and nearby areas that may appear in the background where filming will take place on the Location giving notice of the filming.

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- p) If You are filming on the weekend or in the evenings you must obtain prior written permission from the University Contact Person to gain entry to the Location and you must inform the University Security Department when you have finished filming for the day unless otherwise agreed in writing with the University Contact Person.
- q) You shall indemnify the University against all liabilities, costs, expenses, damages and losses suffered or incurred by the University arising out of or in connection with:
- (a) Your exercise of the rights granted hereunder, and exploitation of the resultant Film created using the Location for the Purpose under these terms, including and without limitation, any claim made against the University for actual or alleged infringement of a third party's intellectual property rights or other rights arising out of or in connection therewith;
 - (b) Any complaint or claim made against the University of any other breaches of the law as a result of the external, or otherwise public, communication, showing or circulation of your resultant film, photograph or recording;
 - (c) Your breach of any of the warranties as set out in this Agreement; and
 - (d) Any claim made against the University by a third party for death, personal injury or damage to property arising out of or in connection with the Purpose, to the extent that any fault is directly attributable to Your acts or omissions, or to the acts and omissions of Other Persons, Your employees, agents, sub-licensees or subcontractors.
- r) In consideration of the University granting the non-exclusive right during the Access Period to enter upon the Site and to film, photograph and record that part of the Site as listed above and only for the Purpose You agree to pay to the University the Agreed Fees plus any applicable VAT. Such payment must be made within 30 days of receiving an invoice from the University for the agreed amount.
- s) You are not permitted to assign, transfer, sub-contract, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the University save for the purposes of exploiting the relevant film provided that You shall remain primarily liable to the University for your obligations hereunder.
- t) Any person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- u) You acknowledge that the University may need to disclose the existence of this Agreement if it receives a valid Freedom of Information Act 2000 (or analogous legislation) request.
- v) These terms are governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts applies.

We confirm our agreement to the above.

Signed by:

For and on behalf of The University of Reading

Print Name:

For and on behalf of You

Print Name:

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Position :
Date:

Position :
Date:

EXAMPLE TERMS

