Location Agreement

Charles Sturt University

[insert Applicant’s name]

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| Schedule 1 – Location Agreement Details  This Agreement is made up of this Schedule and the Agreed Terms | | |
| Item 1 | | Parties | Charles Sturt University (ABN 83 878 708 551) being a university incorporated in New South Wales under the *Charles Sturt University Act 1989* through the Division of Strategy, Marketing and Analysis and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 **(Charles Sturt)**  Insert name, ABN, description (if applicable) and address **(Applicant)** |
| Item 2 | | Commencement Date | The date on which this Agreement is signed by both Parties. |
| Item 3 | | Purpose of Shoot |  |
| Item 4 | | Charles Sturt Locations |  |
| Item 5 | | Shoot Dates and Times |  |
| Item 6 | | **Insurances** | 1. Public Liability Insurance   **$AUD20 million**   1. Workers Compensation Insurance   **As required by statute**   1. Professional Indemnity Insurance   **$AUD10 million** |
| Item 7 | | **Addresses for Notices** | Charles Sturt: Executive Director,  Strategy, Marketing and Analysis  Email: [strategy@csu.edu.au](mailto:strategy@csu.edu.au)    Applicant: |

**Executed** as an Agreement:

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement (which includes the attachedAgreed Terms and any attached Schedules) on behalf of the party on whose behalf they have signed.

Signature for Charles Sturt:

|  |  |
| --- | --- |
| Signed for and on behalf of **CHARLES STURT UNIVERSITY** by:  …………………………………….  Signature of authorised signatory  ……………………………………..  Name of authorised signatory  ……………………………………..  Position/Title | Before me:  ……………………………………..  Signature of Witness  ……………………………………..  Name of Witness  ……………………………………..  Address of Witness  ……………………………………  Date |
| Signature for Applicant:   |  |  | | --- | --- | | Signed for and on behalf of **[APPLICANT’S NAME]** by:  …………………………………….  Signature of authorised signatory  ……………………………………..  Name of authorised signatory  ……………………………………..  Position/Title | Before me:  ……………………………………..  Signature of Witness  ……………………………………..  Name of Witness  ……………………………………..  Address of Witness  ……………………………………  Date | | | | |

# **Location Agreement**

# **Background** A. The Applicant has made an application to Charles Sturt to enter on Charles Sturt Locations to carry out commercial videotaping, filming or still photography for the Shoot.

B. Charles Sturt has approved the Applicant’s Application.

C. In accordance with thePolicy, prior to commencing videoing, filming or photography for the Shoot on Charles Sturt Locations, the Parties must complete and sign this Agreement.

# **Agreed Terms**

* 1. Definitions and Interpretation
     1. Definitions

In this Agreement unless the context otherwise requires:

Agreement means this location agreement and the Schedule attached to this Agreement.

Application means the Applicant’s written application to Charles Sturt requesting Charles Sturt’s approval to carry out the Shoot at Charles Sturt Locations at the Shoot Times for the Purpose in accordance with the Policy.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Business Hours means 9 am to 5 pm, Monday to Friday, excluding public holidays.

Commencement Date means the date specified in Item 2.

Charles Sturt Locations means those locations on Charles Sturt campuses which Charles Sturt has approved the Applicant to carry out its Shoot as described in Item 4 of the Schedule.

GST means any tax levied pursuant to GST Law.

GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Image Release Form means the image release form the Applicant is required to have signed by any Charles Sturt student or staff member who is filmed or photographed by the Applicant during the Shoot in accordance with the Policy.

Item means an item in the Schedule to this Agreement.

Loss means any harm or loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which a Party pays, suffers or incurs or is liable for including:

(a) liabilities on account of tax;

(b) interest and other amounts payable to third parties; and

(c) legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of any claim or action.

Parties means the parties to this Agreement as identified in Item 1. Party means either Charles Sturt or the Applicant as the context dictates.

Policy means Charles Sturt’s *Facilities and Premises Procedure – Access, Use and Security* (<https://policy.csu.edu.au/document/view-current.php?id=239>)as amended from time to time.

Purpose means the purpose of the Shoot as described in Item 3 of the Schedule.

Shoot means the commercial videoing, filming or still photography which the Applicant wishes to carry out on Charles Sturt Locations at the Shoot Times for the Purpose.

Shoot Dates and Times means those dates and times on which the Shoot will occur as described in Item 5 of the Schedule.

* + 1. Interpretation

1. In this Agreement unless the context otherwise requires:
2. the terms in each Item of Schedule 1 have the meaning ascribed to them in the right hand column of that Schedule;
3. words in the singular include the plural and vice versa;
4. where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
5. a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
6. headings are for convenience only and do not affect the interpretation of this Agreement;
7. the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
8. references to persons include bodies corporate, government agencies and vice versa;
9. references to the parties include references to respective directors, officers, employees, agents of the parties;
10. nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
11. where an expression is defined, any other grammatical form of that expression has a corresponding meaning.
    1. Term
       1. This Agreement commences on the Commencement Date and continues until the earlier date on which:
          1. the Shoot has been completed; or
          2. this Agreement is terminated pursuant to its terms.
       2. This Agreement may be varied by mutual agreement by the Parties, such variation to be documented in writing.

* 1. Licence
     1. Charles Sturt grants the Applicant a licence to use the Charles Sturt Locations for the Shoot at the Shoot Times for the Purpose for the term described in clause 2.1.
     2. The Applicant accepts Charles Sturt’s grant on the terms of this Agreement.
  2. Applicant’s acknowledgements
     1. The Applicant acknowledges and agrees that:
        1. the Shoot must not advertise or promote products, services or programs that are inconsistent with the values and traditions of Charles Sturt;
        2. the Shoot must not contain visual images or dialogue or voice-over inconsistent with the values and traditions of Charles Sturt;
        3. the Shoot must not be used in such a way to bring Charles Sturt into disrepute or make it subject to ridicule or contempt, including using footage with voice-overs or interspersed with other footage or material that would cause the same;
        4. footage from the Shoot will not be used for any other purpose than the Shoot without prior approval in writing by Charles Sturt;
        5. the Shoot will not interfere with the normal operations of Charles Sturt;
        6. no Charles Sturt or non-Charles Sturt property on the Charles Sturt Locations will be relocated or otherwise disturbed during the Shoot without the prior approval in writing from Charles Sturt or the owner, as applicable;
        7. any damage to Charles Sturt property and grounds caused by the Shoot shall be paid for by the Applicant upon presentation of a detailed invoice from Charles Sturt;
        8. it will not use Charles Sturt’s name, abbreviated names, logos or symbols, nor will any of its buildings’ interiors or exteriors and entrance signs be used in the Shoot without the prior approval in writing by Charles Sturt;
        9. it will treat all Charles Sturt students and staff and all members of the public on the Charles Sturt Locations with courtesy at all times and be sensitive to the multi-cultural Charles Sturt community;
        10. it will not capture the image/s of Charles Sturt staff or students unless written consent from each individual is obtained and an Image Release Form is signed;
        11. it will be sensitive to Indigenous persons and sacred sites and that it will seek approval from the Wairadjuri representative or Elder if the Shoot is proposed on sacred sites;
        12. noise emanating from the Shoot will be kept at a minimum, particularly between 10pm and 8am;
        13. it will use only the Charles Sturt Locations for the Shoot and keep access to buildings, corridors and offices clear at all times;
        14. it must not enter any other areas of Charles Sturt that have not been agreed to by Charles Sturt;
        15. it will remove all waste material and equipment from the Charles Sturt Locations once the Shoot has been completed;
        16. it will observe any directions on occupational health, safety, security and/or environmental matters given by staff of Charles Sturt; and
        17. where applicable for film and television productions, the Applicant will acknowledge the cooperation and assistance of Charles Sturt in the rolling credits at the end of the completed and released Shoot, such acknowledgement to be in a font and size consistent with all the other end rolling credits and may take the form: “*The producers gratefully acknowledge the cooperation and assistance of Charles Sturt University in [campus name]*.”
  3. Charles Sturt’s rights
     1. Charles Sturt may suspend any taping, filming or other production without notice in the event of emergency (eg fire, bomb threat, disturbance) at or near the production location.
  4. Publicity, trademarks, business names and logo
     1. Charles Sturt has the right to publicise the Shoot with the prior written consent of the Applicant, which consent must not be unreasonably withheld.
     2. A Party must not use the name, registered or unregistered trademark or logo of the other Party for any purpose without the prior written consent of the other Party. Each Party grants a limited licence to the other to use its logo that is authorised pursuant to this clause 6, provided that they must comply with any conditions or style guides provided to them regarding the use of that logo.
  5. Copyright
     1. While copyright and ownership of all intellectual property arising from the Shoot vests in the Applicant on creation, the Applicant may, if requested by Charles Sturt, grant to Charles Sturt an irrevocable, non-exclusive, royalty free and perpetual licence to use such material for Charles Sturt’s editorial, advertising, educational, research and promotional purposes, including the right for Charles Sturt to sublicense to Charles Sturt’s agents for those purposes.
     2. Charles Sturt acknowledges that the Applicant has the right (without payment or further fee) to exhibit and licence to others to exhibit and to otherwise exploit in all media throughout the world all or part of the Shoot.
  6. Taxes
     1. Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in GST Law.
     2. If GST is payable on any supply made under this Agreement the recipient must pay an additional amount equivalent to the amount of GST payable.
     3. The supplier of any taxable supply made under this Agreement will issue a tax invoice to the recipient which complies with GST Law in respect of any such taxable supply.
  7. Insurance
     1. The Applicant:
        1. must effect and maintain the insurance policies set out in Item 6 and any other insurance policy required by law in connection with the Shoot throughout the term of this Agreement; and
        2. warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Agreement.
     2. The Applicant must:
        1. provide Charles Sturt with evidence that it has complied with clause 9.1 on request including, at Charles Sturt’s discretion, a copy of valid and current certificates of currency for each or any of the required policies;
        2. pay all insurance premiums on time;
        3. not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable; and
        4. notify Charles Sturt immediately if an insurance policy required under clause 9.1 is cancelled.
  8. Indemnity and release
  9. 1. The Applicant agrees to indemnify Charles Sturt against any Loss Charles Sturt suffers to the extent that any such Loss arises from or is attributable to:

#### any negligent, unlawful or wilful act or omission of the Applicant or their personnel; or

#### any breach of this Agreement by the Applicant or their personnel.

* + 1. The Applicant agrees that its Shoot is carried out entirely at the Applicant’s own risk and releases Charles Sturt from, and agrees that Charles Sturt is not liable for, any Loss arising from or in any connected with the Shoot.
    2. The Applicant’s obligations under this clause 10 survive the termination or expiry of this Agreement.
  1. Termination
     1. Either Party may terminate this Agreement at any time on reasonable notice by giving written notice to the other Party.
  2. General
     1. Agreement subject to applicable laws

The provisions of this Agreement (including all rights, obligations, exclusions and limitations) apply only to the extent permitted under applicable laws.

* + 1. Amendment

Any amendment to this document must be in writing and signed by both Parties.

* + 1. Assignment and novation

A Party must not assign or novate any of its rights, obligations or interest under this document without the prior written consent of the other Party.

* + 1. Counterparts

This document may be executed in any number of counterparts and, when all counterparts have been executed and exchanged in the same form, they will make up a single document.

* + 1. Entire agreement

This document is the entire agreement between the Parties in relation to its subject matter, and replaces all previous agreements, understandings and arrangements in relation to the same subject matter.

* + 1. Governing Law and jurisdiction

This document is to be governed by, and construed in accordance with, the laws of New South Wales and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal of those courts.

* + 1. Notices

Any notice to be given under or in connection with this document must be given in writing, in English, and posted, hand delivered or emailed to the intended recipient at the address or number specified in Item 7. Notices given in this way will be deemed received 5 Business Days after posting (if posted), on delivery (if hand delivered during Business Hours), on the day the email was confirmed to have been sent.

* + 1. Severance

Any provision of this Agreement which is invalid or unenforceable shall be deleted from this Agreement and the remaining terms of the Agreement shall continue in full force and effect.

* + 1. Waiver

A waiver of any breach or non-performance of this document will only be effective if it is written and signed by the Party giving the waiver, and only to the extent specified.

* + 1. Additional rights

The rights of a Party under this document are additional to and do not derogate from any rights at general law.