QUEEN'S UNIVERSITY, BELFAST

Terms and Conditions Governing the Use of University Premises for Filming

1. This letter together with the completed Application for Hire at Appendix 1 ("Application for Hire") constitutes an Agreement between The Company and the University and sets forth the Terms and Conditions upon which The Company will be permitted to use the Property (as defined below) as a location for filming and/or video-tape recording as appropriate and as set out in the Application for Hire. This Agreement including any Schedules and Appendices to it shall be read and construed in accordance with the Application for Hire and in the event of any conflict between this Agreement and the Application for Hire this Agreement shall prevail.

2. Definitions

2.1 In these conditions:

"Artefacts" means any work of art, item(s), fixture(s) or fitting(s) that belongs to or is in possession or control of Queen's University Belfast or otherwise situated on the Property.

"Equipment" means any instrument or associated instrument used to undertake or to perform the service of filming and/or video-tape recording.

"Filming" shall have the meaning given in clause 4.

"Queen's University Representative(s)" means the staff nominated by the University to be present at the relevant times and in which it has vested its authority, designated within the context of this agreement.

"Permitted Purpose" means the purpose of filming the Programme(s) and broadcasting the complete Programme(s) in any jurisdiction on any dates and in any format.

"The Booking" means the booking made on foot of the Application for Hire.

"The Company" means the person(s) identified as such in the Application for Hire

"Programme" means any film programme, or recording and/or any transmission of the same.

"Rights" shall have the meaning given in clause 18.

"The Property" or "the Property" means any interior or exterior part of the Queen's University Belfast Estate.

3. The Company, its employees and persons authorised by it for the purpose of the Filming project shall have permission to enter upon and photograph, film and record those parts of the University or as may be otherwise agreed by the University in advance from time to time set out in the Application for Hire. The Company shall provide a list of personnel who have entered upon or will enter upon the Property and vehicle registration numbers of any vehicles which have or will enter on the Property if so requested by the University. The Company agrees to comply with the conditions set out in Schedule 1.

- 4. The Company shall supply the University with a written schedule of activities to be undertaken in connection with the filming to take place on the Property (the "Filming") including full details of all equipment, facilities and props it proposes to bring onto the Property to include details of Health and Safety procedures, Handling, Hot Works and Fire Precautions, Lighting, Cabling and Electricity Supply, Impact and Floor Loading, Floor and Interior Protection, Flattage and Set Dressing, Props and Costumes, Floral arrangements, Animals, Make-up and Hair, Props Food and Drinks, External Issues, Catering and Clean-up prior to entering onto the Property, and shall obtain the University's prior approval to such items before entering onto the Property for the purposes of Filming.
- 5. Where in the sole opinion of the University the Filming and/or any other activity of or on behalf of the Company on or in relation to the Property causes disruption to the core University activity as interpreted by the University The Company shall cease activity under this Agreement until such time as it can satisfy the University in its sole discretion that no further disruption will occur.
- 6. Filming will only take place on the dates and at the times set out in the Application for Hire.
- 7. In the event The Company is unable to complete the filming/video-tape recording within the period specified in the Application for Hire, it is agreed that the Terms and Conditions of this Agreement shall continue in full force and effect during and shall apply in respect of any further period as the University may in its sole discretion agree in advance in writing for the completion of the filming/video-tape recording.
- 8. It is agreed that the permission hereby given for filming/video-tape recording in any room or location of the University includes all the contents normally held in that room or location, except where any contents are expressly excluded by the University (including contents subject to third party rights). If additional furnishing and fittings belonging to the University are installed expressly for the production, or items subject to third party rights are included in any filming/video tape recording, The Company will pay to the University such additional sums as may be agreed between the University and The Company for the use of such items.
- The University will consider allowing limited parking for production, technical and crew vehicles used or engaged by The Company for the Filming and the numbers of vehicles, dates and parking locations shall be agreed in advance in writing between the University and The Company.
- 10. It is agreed that any filming/video tape recording undertaken by The Company must ensure the University is not identifiable and no association/reference must be made to the University in or in connection with the Programme at any time without the prior consent of the University. This includes the filming/video tape recording of the University crest, as well as any prominent items that can be associated with the University inside or outside the Property.
- 11. The Company agrees to make good forthwith to the satisfaction of the University or, at the option of the University, to pay the reasonable cost of making good or full compensation for any loss or damage to the Property or any part of it or to the Artefacts or contents thereof caused by the Company its employees, contractors, agents or other persons authorised by it to enter onto the Property ("Company Staff"). In the case of works of art or other chattels of value The Company will accept the decision of an expert appointed by agreement between the University and The Company as to the nature and cost (and in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors in Northern Ireland) of making good any loss or damage or the amount of full compensation for the same.

- 12. The Company will indemnify and keep indemnified the University against all actions, proceedings, costs, claims and demands which may be brought or made against the University in respect of personal injury and/or damage to property caused by The Company or Company Staff in connection with the filming/video-tape recording at the Property.
- 13. The University gives no warranty that the Property is safe or fit for the purposes hereby contemplated.
- 14. The Company shall on request provide before being permitted on site and to the satisfaction of the University or its insurance company evidence that The Company has appropriate and adequate (in the reasonable opinion of the University) insurance in place to cover its potential liabilities under this Agreement. (The Company must also provide a copy of all underlying and associated insurance certificates required under this clause or otherwise for filming on any Property.
- 15. In recognition of the rights and facilities being granted The Company agrees to pay the University the sum specified in the Application for Hire in accordance with the Application for Hire. Any additional days of filming/video-tape recording as provided in Clause 5 above shall be paid for at the rates and times agreed separately in writing between the University and The Company and such amounts shall be paid on receipt by The Company of an invoice from the University. All fees are stated exclusive of Value Added Tax ("VAT"). The University will charge VAT and will render a VAT invoice.
- 16. The Company will ensure that any reasonable restrictions which the University wishes to place on the behaviour and actions of the Company Staff on the Property during the continuance of this Agreement, including but not limited to no smoking unless within designated areas, are observed. Further The Company will inform the Queen's University Representative(s) before the start of filming/video-tape recording of any aspect of the proposed filming/video-tape recording which shall involve any particular risk of fire, flood, smoke or other damage (for which The Company must have the University's express prior written approval) and The Company shall implement and pay the cost of any reasonable special precautions which the University requires to be taken to counteract such risk. Without prejudice to the terms of Schedule 1 The Company undertakes not to carry out or permit the following activities in the course of filming/video tape recording at the Property except with the University's prior written consent: explosions, fire, stunts, charged firearms, playback, snow, wet down, wind machines, smoke machines, nudity, anything which might be considered obscene or sexually explicit or other special effects. The Company further undertakes to advise all Company Staff who may be at the Property of these and any other restrictions or guidelines communicated by the University to The Company from time to time.
- 17. The Company undertakes to leave the Property in the same condition that the Property is in prior to the Company or the Company Staff entering onto the Property.
- 18. All rights in the films, photographs and recordings made and/or taken by The Company at the Property (the "Rights") shall vest in The Company and subject to clause 20, The Company shall be entitled to assign, licence and/or exploit the same by all means and in the media for the full period of copyright including all extensions and renewals thereof and thereafter (insofar as is possible) in perpetuity throughout the world as The Company may in its absolute discretion elect. The Company shall have no obligation to the University to include any or all of such films, photographs, recordings or transmissions in any films or programme or other material or to exploit the same as any film or programme in which the same are included. The Company warrants that none of the material in the finished programme shall contain any comments, express or implied, which portray the activities of the University or its associated companies in any negative way. The Company shall also seek approval for the University before including any material which may portray any of the University's stakeholders,

sponsors or funders in a negative way. The Company undertakes not to use the Property for any filming/video-tape recording which infringes any rights of any third party. If required The Company will make a screenplay available to the University before shooting. The award of credits (if any) under this Agreement shall be in accordance with The Company Credit and Branding Guidelines. The terms of any screen credits and/or promotional material published in connection with the use of the Property shall be as agreed in writing between The Company and the University. The Company shall inform the University of the detailed content of the Programme when discussing screen credits and any consent of the University shall be conditional upon accuracy of such information.

- 19. Neither party to this Agreement shall permit any notice, advertisement, name, logo, trade mark or sign of any kind to be affixed, attached or exhibited on any vehicle, equipment, clothing or other articles which might appear in the filming/video-tape recording beyond the manufacturer's trade name or mark represented on the article in question when it is offered for wholesale or retail sale.
- 20. The Company agrees that it will not use, or license third parties to use, the Rights for any purpose other than the Permitted Purpose.
- 21. The Company may cancel an agreement for use of the Property by notice in writing to the University. If The Company cancels by giving less than 14 working days prior written notice The Company shall be liable to pay the University 50% of the agreed fee. If The Company cancels by giving less than 7 working days prior written notice The Company shall be liable to pay 100% of the agreed fee.
- 22. Without prejudice to The Company's cancellation rights in this Agreement, in the event that the filming /video-tape recording under this Agreement is prevented by an event of force majeure or by any cause whatsoever beyond the reasonable control of the parties hereto The Company may forthwith determine this Agreement insofar as it relates to the particular filming/video-tape recording at the University by the event of force majeure but hereby undertakes to discuss with and pay to the University reasonable compensation to take account of any expenses or losses incurred by the University prior to the date of such determination.
- 23. Subject to clause 21 and/or earlier termination in accordance with this Agreement. Either party may determine this Agreement in its discretion at any time on giving the other party to the Agreement no less than three months written notice.
- 24. Each party will keep confidential any information whatsoever concerning the terms of this Agreement or relating to the business or affairs of the other party to this Agreement (including, without limitation, information about the value of any of the contents of the University Property) which is disclosed or otherwise available to such party under or in respect of this Agreement except that either party may disclose such information (i) if required by law or court order or (ii) to its professional advisers and/or such of its employees or representatives as need to know the same for the purposes of this Agreement.
- 25. This Agreement is personal to The Company and The Company shall not be entitled to assign the benefit of this Agreement to any third party.
- 26. This Agreement shall not confer on The Company any security of tenure in relation to the Property.
- 27. This Agreement, the Application for Hire and the (Terms and Conditions) together represents the entire agreement between the parties hereto relating to the subject matter of this

Agreement and replaces and supersedes all previous agreement(s) relating thereto between the parties and may be varied only in writing signed by both parties.

- 28. The Company agrees that no monetary evaluation of the property or any of its contents nor evaluations of comparable artefacts may be made in the Programme or otherwise on screen or in any publicity for or in connection with the Programme.
- 29. This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereto submit to the exclusive jurisdiction of the courts of Northern Ireland.

SCHEDULE 1

1. Additional Clauses

- 1.1. Queen's University Belfast is a University of inter-cultural, historic, scientific, environmental importance, or any combination thereof. The property is an historic environment with fragile and vulnerable surfaces both inside and out and many items are irreplaceable. The University expects that all persons entering the Estate respect the environment and complies with the guidelines set out above and below. To enable risk management, written method statements are requested in advance. These are to describe what, why, where, when and how proposed filming activities will be undertaken.
- 1.2. The Company shall pay the cost of any adjustments that they request the University to make to furniture layouts, operation of heating and/or ventilation systems, automatic lighting systems etc.

2. Access

- 2.1. All vehicles must enter and leave the property from the entrance and exit points as directed by Queen's University Security Personnel. The University will provide on request details of access restrictions for large vehicles. Parking on The Property will only be permitted by prior agreement with the University and the University reserves the right to restrict the number of crew vehicles and cars permitted to be parked on the premises.
- 2.2. The route for emergency vehicles including fire engines to all buildings on the premises must remain accessible at all times. Provision must be made for the immediate movement of vehicles in the event of an emergency to allow access. The University reserves the right to restrict the number of crew vehicles and cars permitted to be parked on the premises.
- 2.3. The speed limit for all vehicles driving through the property is 10mph.
- 2.4. Any deliveries to The Property by The Company or associated contractors will be permitted only by prior agreement with and the agreement of the University.
- 2.5. No smoking is permitted inside any building on The Property. The University's smoking policy must be adhered to at all times (a copy of this is attached in Appendix 2).

3. Areas to be Used

- 3.1. The Company will provide in advance a drawing showing locations for external filming use. The University will provide on request plans of the Estate.
- 3.2. The Company personnel must keep to the permitted areas for use.

4. Security

- 4.1. The University takes no responsibility for the security of The Company equipment, vehicles or personnel while on the premises or while vehicles are parked on the grounds.
- 4.2. The Company personnel must follow all security measures in the University and on the grounds, as directed by the Queen's University Representative or the University's security staff.

5. Communications

- 5.1. The Company must nominate one member of personnel to be responsible for all communications with the University, and ensure that such person shall provide such information to all relevant Company Staff.
- 5.2. The University reserves the right to stop filming in the event of any damage or imminent potential damage whatsoever being found to be caused by The Company or Company Staff or the filming process, or in the event of an emergency being detected.

6. Health and Safety

- 4.1. The Company must undertake risk assessments of all hazardous activities that will be carried out. The Company must confirm in writing to Queen's University that the risk assessments have been undertaken. Copies of risk assessments must be provided on request to Queen's University.
- 4.2. Queen's University insurance does not cover The Company Staff and The Company Staff are not permitted to use the University's equipment.
- 4.3. The Company must report any accidents, no matter how trivial, to the University's Safety Services using the Internal Accident Report Form AC1 (see attached in Appendix 3). The Company is responsible for reporting any accidents under the RIDDOR Regulations to the appropriate enforcing authority.
- 4.4. In the event of an incident The Company personnel must follow emergency evacuation instructions from Queen's University Representatives and/or the University's Security Staff.

7. Hotworks and Fire Precautions

4.1. Hotworks are not permitted except with the University's prior written consent.

8. Lighting

- 8.1. The Company must provide in advance a method statement to confirm that lighting will comply with the requirements of the University.
- 8.2. High intensity lighting must be turned on and used only during rehearsals and filming.
- 8.3. The University reserves to the right to require any or all illumminar to be moved and/or removed from The Property.

9. Cabling and Electric Supply

9.1. Siting of generators must have the prior agreement of the University and operation included in risk assessments and method statements.

- 9.2. In the event the use of the University's power is permitted, temporary overloads on the University electrical wiring systems must not be incurred. No electrical equipment must be left charging unsupervised or overnight in any circumstances. The electrical infrastructure or fixed wiring in the buildings must never be altered.
- 9.3. The external route for cables must be agreed in advance with Queen's University. The points of entry and routes within the building for all cabling must be agreed in advance with Queen's University Representative(s).
- 9.4. Fire resistant material must be used to isolate cabling inside to protect University furniture, interior surfaces and architectural features, as directed by Queen's University Representative(s).
- 9.5. The locations for transformer boxes must be agreed by the University. Transformer boxes and joints produce heat. The Company must provide adequate protection to isolate the floor as directed by Queen's University Representative(s).
- 9.6. The Company must monitor transformer equipment at all times when in use.
- 9.7. All The Company portable electrical equipment brought in to the University must be PAT tested and display current certification labels, or The Company must provide proof of compliance on request.
- 9.8. The University reserves the right to inspect any cabling or electrical equipment at any time and instruct immediate ceasing of filming on the Property until such time that The University is satisfied that the cabling and/or equipment should be used.

10. Heating

10.1. The Company shall not introduce any form of heating to any of The Property.

11. Air Conditioning

11.1. The Company shall not introduce any form of air conditioning to any of The Property.

12. Smoke Machines

12.1. The Company must provide in advance a method statement and safety material data sheets for proposed use of smoke machines. The University reserves the right to refuse smoke machines due to the vulnerability of interiors.

13. Impact and Floor Loading

- 13.1. The University reserves the right to restrict the use of structurally unsound areas in the building.
- 13.2. The University reserves the right to restrict the number of people in a room at any one time.
- 13.3. The Company must provide method statements in advance whenever unusually heavy loads are proposed, including camera dollies, set constructions, large numbers of crew, cast and extras and props

14. Floor and Interior Protection

- 14.1. All tripod feet and any equipment feet smaller than the size of a postage stamp 2cm x 2.4cm must be isolated from the floor.
- 14.2. All prop furniture feet and castor feet smaller than the size of a postage stamp must stand on suitable floor protection material. In the event of prop rugs or carpets being too thin to prevent floors from being adversely marked or indented, suitable floor protections, as directed by the University.
- 14.3. All The Company ladders and scaffold equipment to be used indoors must be clean of dirt and debris including old paint and must be kept exclusively for use inside. All equipment when stacked or erected must be isolated from floors with suitable protection materials. Ladders must have rubber feet and only free-standing ladders may be used unless by prior agreement with Queen's University.
- 14.4. All tracking used indoors must be isolated from the floor with suitable floor protection materials as directed by the University.
- 14.5. The Company equipment and props must not be stacked against University walls or furniture, not even temporarily.
- 14.6. The Company personnel are not permitted to attach or hang items to any interior surface of the University, fixture or fitting without agreement to approve of all fixing methods. Tapes including gaffer and masking tapes must never be adhered to any interior surfaces, floors or contents of the University. Due to the fragility of many interior surfaces the University reserves the right to refuse the use of low-tack adhesive materials.
- 14.7. The use of nail or screw fixings is prohibited.

15. Flattage and Set Dressing

- 15.1. The Company must submit in advance method statements, material specification and drawings of all flattage and sets proposed to be constructed on the property.
- 15.2. In the event naked flame hotworks are proposed, and agreed, flattage must be made of fire resistant material. If not, any combustible material must be pre-treated with fire resistant dip or spray to British Standard Class BS476 parts 6 and 7. The Company must provide in advance fire retardant material data specification and certificate of fire proofing. The Company must allow 24 hours between treatment and installation to allow off-gassing of fire retardant products.
- 15.3. All scaffolding used to support flattage and lighting rigs must be isolated from floors with suitable protection as directed by the University.
- 15.4. All woodwork sawing, chiselling, painting etc. must be undertaken prior to installation at the Property. Spray painting with compressed air strictly is not permitted
- 15.5. The Company strictly is not permitted to paint or treat any University surface.

16. Props and Costumes

- 16.1. The use of props must be agreed in advance with the University. The Company must provide in advance details on request. The University reserves the right to refuse any inappropriate use of props.
- 16.2. If permitted, all props and costumes must be clean and free of insect infestation before entry to the University. The University reserves the right to request that dirty or dusty props be cleaned and any affected costumes drycleaned and refuse entry in the event of non-compliance.
- 16.3. The installation of props and set dressing will be supervised by University personnel. The Company will be charged and shall pay for Queen's University Representative(s) staff hours.

17. Floral Arrangements

- 17.1. The Company should use false flowers, foliage and plants as far as it is practicable for floral arrangements.
- 17.2. The locations for floral arrangements using real flowers, foliage and plants must be agreed in advance with the University.
- 17.3. Queen's University Representative(s) will check real floral arrangements for pests and pollen that might endanger or stain University interiors and collections. Due to the vulnerability of many University surfaces, the University reserves the right to request removal of lily stamen and refuse the use of highly staining components such as geraniums, peonies, red roses, berries and soft fruits.
- 17.4. The Company floral arrangements must be pre-prepared before entry unless by prior agreement with the University. Floral arrangements must not be placed on the floors, not even temporarily, without suitable waterproof protection.
- 17.5. Floral arrangements may be placed on University furniture and architectural surfaces only by prior agreement with the University. Where permissible, floral arrangements must be isolated with suitable moisture impermeable material, as directed by the University.
- 17.6. All floral arrangements must be removed outside the building to be refreshed and watered.
- 17.7. The University reserves the right to request removal overnight of flowers, foliage and plants to another agreed location.

18. Animals

18.1. The Company must provide in advance a method statement if animals are proposed to be used, including which kind(s), numbers and how they will be held and moved. The University has the right to refuse the request for animals to be permitted on the premises.

19. Make-up and Hair

19.1. The location for make-up and hair must be agreed in advance with the University. It is preferable to undertake make-up and hair primarily off-campus. The use of loose powder and hairspray inside any of the Property may be undertaken only by prior agreement with the University. Due to the fragility of many historic surfaces the University reserves the right to refuse permission for touching up make up and hairspray in some rooms.

20. Prop Food and Drinks

- 20.1. The Company must provide in advance a method statement for the proposed use of prop food and drinks inside the University, including a detailed list of ingredients.
- 20.2. The use of staining drinks such as red wine, port, red berry juices, tea and coffee is not permitted, unless by prior agreement with the University. Highly coloured foods both artificial and natural that may cause staining must also be avoided, unless by prior agreement with the University. The University reserves the right to refuse unsuitable use of food and drink.
- 20.3. The locations for storing prop food and drink must be agreed in advance with the University. Suitable in situ protection must be in place for the temporary storage of prop food and drink during filming. All consumables must be removed and stored outside the building overnight.
- 20.4. Food and drink brought into and out of the building must be carried in suitable leak-proof containers with sealed lids to prevent any spillage. Waste must be double-bagged in tear resistant bin liners and securely tied for disposal of outside the building.
- 20.5. The Company must clean up thoroughly after each filming sequence involving food or drink.

21. External Issues

- 21.1. The Company is not permitted to make any ground excavations to any surface for filming equipment or activities.
- 21.2. The Company is not permitted to make any alterations to existing planting schemes. In the event that alterations are agreed planting may be cut or moved by the University's Gardening personnel only.
- 21.3. The use of any products for ground cover is prohibited.
- 21.4. The University reserves the right to refuse scaffolding on any of its buildings.
- 21.5. The Company must provide in advance a method statement for the proposed use of any access equipment outside the building. The locations for access equipment must be agreed in advance with the University. The University reserves the right to refuse the use of the above equipment at any time.

22. Catering

22.1. All organised catering for The Company must be provided by the University's catering staff or associated caterers for the University ("University Caterers"). In the event that The Company organise their own catering this is not permitted to be consumed in the University, unless supplied by the University Caterers.

23. Clean Up

23.1. The Company must clean up all rubbish from all areas used before, during and after filming. Rubbish must be removed off the premises promptly.

Signed For and on behalf of The Company by:	
Signature	Date:
Name	
Signed For and on behalf of the Queen's University of Belfast by:	
Signature	Date:
Name	

University Smoking Policy

1. Introduction

The University aims to promote the health and well-being of its students, staff and visitors and to provide a healthy working and educational environment. The current Smoking Policy has not been reviewed for some time and has been inconsistently implemented. Therefore it was timely to review the policy.

1.1 A consultation process was completed during the period December 2004 – February 2005. There was widespread support for the enforcement of a No Smoking Policy in all buildings.

2. Policy Statement

Smoking is prohibited within all University buildings, temporary buildings and University owned vehicles from 1 September 2005. The only permitted exceptions to this policy are in individual study bedrooms and some areas specifically designated by the University.

- 3. Support for Current Smokers
- 3.1 To assist smokers to adjust to this change, the following help will be provided for current smokers in addition to the normal allowances for time off work to seek medical advice.
- 3.2 Smoking cessation support will be available in an individual or group setting by the Occupational Health Service in working hours. When necessary specialist clinics may be organised.
- 3.3 GPs, through whom Nicotine Replacement Therapy may be available as part of a structured Smoking Cessation Programme. The courses mentioned in 3.2 will be of a standard suitable for such programmes.
- 3.4 DHSSPSS Helpline 0800 85 85 85.
- 3.5 Health Promotion Agency Website: www.healthpromotionagency.org.uk
- 4. Information
- 4.1 Signage will be placed at main vehicle entrances to University premises at, or adjacent to, the principal entrances to all University buildings and throughout buildings where appropriate.
- 4.2 The policy will be included in the General Student Regulations of the University.
- 4.3 The policy will become part of the contract of employment of all current and future staff.
- 4.4 Contractors and visitors will be expected to comply with the policy. They will be informed of its existence by the following:-

- The policy will be made available on the Personnel Website;
- The policy will be referred to in the 'further details' of all job descriptions;
- The policy will be referred to in contractors' tender documentation;
- The policy will be referred to in the booking process for all internal and external bookings of Queen's facilities;
- Posters in rest areas, table notices, etc.

5. Implementation

The responsibility for implementation of this policy rests with local management and Schools. Support will be provided by Directors and Heads of Schools who, in turn, will be supported by the Personnel Department and Deans of Faculties.

6. Enforcement

Breaches of this policy will be subject to the normal disciplinary procedures applicable to staff or students as appropriate. Visitors, who fail to comply when the policy is specifically brought to their notice, will be required to leave the building.

7. Review

- 7.1 It is recognised that there is a growing public debate concerning smoking in public places. Accordingly, the University will keep this policy under review and, where applicable, make changes in compliance with guidance issued by the Department of Health, Social Services and Public Safety.
- 7.2 Proposed changes to the policy will be considered by the Operating Board and the University Safety Committee.

Appendix 3 AC1 form.pdf