



LOCATION ACCESS AGREEMENT

BETWEEN ADELAIDE AIRPORT LIMITED

AND

THE PRODUCER

LOCATION ACCESS AGREEMENT dated

BETWEEN **ADELAIDE AIRPORT LIMITED** ACN 075 176 653 of 1 James Schofield Drive Adelaide Airport South Australia ('**AAL**')

AND The person or corporation described in Item 1 of the Schedule ('**Producer**')

RECITALS

- A. AAL is the registered lessee and operator of the property known as "Adelaide Airport".
- B. The Producer wishes to use the portion of Adelaide Airport specified in Item 2 of the Schedule ('**Premises**') for the purpose of photographing and recording scenes for the film ('**Film**') specified in Item 3 of the Schedule and to be produced by the Producer ('**Approved Purpose**') on the terms and conditions contained in this Agreement.

AGREEMENT

1. INTERPRETATION

In this Agreement unless the context otherwise requires:

- (a) singular words will also have their plural meaning and vice versa;
- (b) a reference to one gender includes all genders;
- (c) a reference to a person includes companies and associations;
- (d) a reference to a party includes its successors and assigns;
- (e) a reference to the consent of a party means the prior written consent of that party;
- (f) headings are for convenient reference only and do not affect the interpretation of this Agreement; and
- (g) where any party comprises more than one person then all of those persons are joint and severally liable.

2. Permission to use Premises

- 2.1 AAL grants the Producer permission to access and use the Premises to photograph, film and record scenes (interior and/or exterior) for the Film subject to the terms and conditions of this Agreement ('**the Permit**').
- 2.2 The Permit to use the Premises includes the right for the Producer to bring personnel and equipment, including props and temporary sets, onto the Premises.

3. Term of Use of Premises

- 3.1 The Permit to use the Premises is for the period specified in Item 4 of the Schedule.
- 3.2 The term of the Permit to use the Premises may be extended by mutual agreement in writing.

4. Fees

In consideration of AAL granting the Permit to the Producer, the Producer will pay AAL the amount specified in Item 5 of the Schedule at the time(s) specified in Item 5 of the Schedule.

5. Producer's Obligations

- 5.1 The Producer must comply with any reasonable request or direction of an AAL representative or employee while using the Premises.
- 5.2 The Producer must not use or permit the Premises to be used for any purpose other than the Approved Purpose.
- 5.3 The Producer must not, without the consent of AAL:
 - (a) erect or place upon the Premises any radio or television aerial or antenna or similar device or equipment which may, in AAL's reasonable opinion, interfere with the operation of the Adelaide Airport; or
 - (b) bring any heavy equipment or machinery onto the Premises which may cause damage to the Premises.
- 5.4 If the Producer causes any damage to the Premises or any property or item belonging to AAL or any of its tenants or visitors, the Producer must notify AAL immediately and rectify any such damage or pay AAL an amount equal to the cost of rectifying the damage.
- 5.5 The Producer must give AAL prompt notice in writing of any accident occurring on the Premises and of any defect or want of repair of the Premises and of any circumstances likely to be or cause any damage risk or hazard to the Premises or any person on the Premises.
- 5.6 When the Producer has finished using the Premises, the Producer must remove all personnel and equipment or other articles brought onto the Premises and make good any damages caused to the Premises by the removal of such personnel or equipment.
- 5.7 The Producer must not:
 - (a) communicate with any passenger on the Premises or permit any of its employees or agents to communicate with any passenger on the Premises without the consent of AAL;
 - (b) film any passenger on the Premises or on the property comprising Adelaide Airport if the passenger has indicated that he or she does not wish to be filmed; or

- (c) film any employee of AAL without the express permission of that employee.
- 5.8 The Producer must comply with all laws, including but not limited to the Privacy Act 1988 (Cth) and must comply with all reasonable directions that AAL considers necessary to ensure that the Producer complies with the Privacy Act or to assist AAL to meet its obligations under the Privacy Act.
- 5.9 The Producer:
- (a) must not use the footage filmed if to do so would be in breach of any legislative requirements or in breach of any code of conduct or other industry standard applicable to the footage filmed;
 - (b) must edit the footage to remove, and will not broadcast, any scene which in AAL's reasonable opinion is likely to contravene the requirements of clause 5.9(a); and
 - (c) must not use the footage filmed to AAL's commercial detriment or in any way to damage or lessen AAL's reputation or corporate image.

6. Work, Health and Safety

The Producer must:

- (a) comply with any directions from AAL in relation to work health and safety, including a direction to cease carrying out activities at Adelaide Airport;
- (b) implement a safety management system to ensure so far as is reasonably practicable that the health and safety of other persons at Adelaide Airport is not put at risk from the activities carried out by the Producer while at Adelaide Airport;
- (c) comply with all health and safety related law that is in any way applicable to the activities carried out by the Producer at Adelaide Airport, including but not limited to the *Work Health and Safety Act 2012* (SA) and the *Work Health and Safety Regulations 2013* (SA).

7. Airside and Mandatory Requirements

- 7.1 The Producer and the Producer's Personnel are obliged to understand the distinction between 'landside' parts of the airport and 'airside' parts of the airport for the purposes of the Airports Act 1996 (Cth) and to comply with all of the requirements of the Airports Acts 1996 (Cth) and any other Law in relation to services performed on and associated activities and entry into and exit from landside parts of the airport and airside parts of the airport.
- 7.2 Without limiting any other provision of the Agreement, the Producer shall ensure that it and the Producer's Personnel shall:
- (a) comply with any law or legislative requirements in relation to access to, use of and activities on any parts of the Airport which are deemed to be 'airside' for the purposes

of the Airports Act (Cth);

- (b) comply with any notices directions or stipulations issued by AAL in relation to access to, exit from, use of or activities on any parts of the Airport (whether 'landside' or 'airside') so as to achieve levels of security and safety which are acceptable to AAL in its reasonable discretion; and
- (c) promptly and efficiently satisfy, comply with and observe all present and future statutory requirements and the requirements, directions and orders of any relevant authority relating to or effecting the use or condition of Adelaide Airport or the Producer's use of the airport for the purposes of the Approved Purpose.

7.3 The Producer must at all times comply with the provisions of the policy document entitled AAL Airside Operating Conditions in undertaking any activities or operations in parts of Adelaide Airport that are deemed to be 'airside' under the Airports Act (Cth) and if there is any inconsistency between the provisions of the AAL Airside Operating Conditions and the balance of this Agreement then the Producer must immediately seek clarification and directions from AAL to resolve the inconsistency.

8. **AAL's Obligations**

Subject to the Producer complying with its obligations under this Agreement, AAL consents to the footage filmed by the Producer on the Premises being incorporated into the Film and any trailers, film clips, advertising or publicity materials for the Film and assigns all rights, title and interests, including present and future copyright, in the footage to the Producer.

9. **Indemnity**

9.1 The Producer indemnifies and must indemnify AAL against all expenses, losses, liabilities, damages and costs (on a solicitor and own client basis, whether incurred by or awarded against AAL) that AAL may sustain or incur:

- (a) as a result of any breach or default by the Producer in the performance of its obligations under this Agreement including (without limitation) any use of the Premises other than for the Approved Purpose and any use of the photography, footage and other material other than for the Approved Purpose;
- (b) as a result of any loss of or damage to any property, or injury to or death of any person, caused by any negligent act or omission or wilful misconduct or misleading or deceptive conduct of the Producer or its employees, contractors or agents; or
- (c) as a result of any other wilful act or omission of the Producer or its employees, contractors and agents.

9.2 This indemnity will continue after and survive the expiration or termination of this Agreement.

10. Insurance

10.1 The Producer will, for the duration of the Producer's use of the Premises, take out appropriate insurance cover in respect of liability for loss injury or damage to any person or property whatsoever (including without limitation the persons or property of any of AAL, the Producer and the officers employees agents customers invitees and licensees of either of them) caused or arising out of any act of or omission by any of AAL or the Producer and the officers employees agents customers invitees and licensees of either of them on in about to from or in relation to the Premises or its condition of state of repair or its use in an amount per claim not less than the amount specified in Item 6 of this Schedule.

10.2 The following provisions will apply to the insurance policy or policies effected pursuant to clause 10.1:

- (a) the policy shall be taken out with an insurer approved by AAL (which approval shall not be unreasonably withheld) and shall cover such risks and contain such conditions endorsements, exclusions and supplements as approved by AAL. No exclusions, endorsements, material alterations, changes and supplements or reductions in cover are to be made unless first approved in writing by AAL;
- (b) the Producer and AAL will both be named as insureds;
- (c) the policies are to expressly provide that any breach of a policy term or condition or any non-disclosure or misrepresentation or any other act or omission by an insured or person whose interest is noted on the policy will not invalidate the policy in respect of any other insureds or persons whose interest are noted on the policy; and
- (d) the policy shall be arranged in such a manner as the insurer shall not subrogate against AAL or the Producer or subrogate against any of their servants, agents or contractors.

11. Assignment

The Producer will not assign or transfer its rights or obligations under this Agreement without the prior written approval of AAL which consent may be withheld or subject to such conditions as may be determined by AAL in its absolute discretion.

EXECUTED as an agreement

**SIGNED for an on behalf of ADELAIDE
AIRPORT LIMITED** ABN 78 075 176 653
by its duly authorised representative

..... (Insert Name)
who warrants that he/she has lawful authority
to execute and bind the company:

.....
Signature of Authorised Representative

.....
Signature of Witness...

SIGNED for an on behalf of the Producer
by its duly authorised representative

..... (Insert Name)
who warrants that he/she has lawful authority
to execute and bind the company:

.....
Signature of Authorised Representative

.....
Signature of Witness...

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