

MINUTE OF AGREEMENT

Between

.....

CHURCH OF SCOTLAND CONGREGATION
(hereinafter referred to as the “Church”)

And

[INSERT COMPANY NAME IN CAPS], a company incorporated under the Companies Acts (Company Number []) and having its registered office at [] OR [NAME OF INDIVIDUAL] trading as [] having a place of business at [] (hereinafter referred to as the “Film Company”)

WHEREAS

- (A) The Church owns and runs the Premises.
- (B) The Film Company wish to film within the Premises and thereafter use the material filmed for [].
- (C) The Church agree to allow the Film Company access to the Premises to film the Material required for the Production. The parties wish their relationship concerning the filming of the Material to be set out in these presents.

NOW THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. Interpretation

- 1.1 “Agreement” means this Agreement;
- 1.2 “Authorised Person” means [];
- 1.3 “Commencement Date” means [];
- 1.4 “Equipment” means [];
- 1.5 “Fee” means [];
- 1.6 “Material” means [];
- 1.7 “Permitted Areas” means [];
- 1.8 “Permitted Times” means [];
- 1.9 “Premises” means [];
- 1.10 “Production” means []
- 1.11 “Parties” means [];
- 1.12 “Termination Date” means [];

2. Duration

2.1 Notwithstanding the date or dates hereof, this Agreement will remain in force for a period of [] beginning on the Commencement Date and ending on the Termination Date or any other such dates as may be agreed between the parties and, without limitation, the parties may agree to extend the term of this Agreement.

3. The Church's Obligations

3.1 In exchange for payment of the Fee on or before the Commencement Date, the Church agrees to allow the Film Company access to the Premises during the Permitted Times to film within the Permitted Areas.

3.2 The Church will allow the Film Company to bring the Equipment into the Premises for the purpose of filming the Material.

3.3 The Church agrees to allow the Film Company access to [] film individuals [], subject to the necessary permissions. The Church and the Film Company has appointed [] to be the Authorised Person.

4. Film Company's Obligations

4.1 The Film Company must obtain all necessary consents and permissions before the commencement of any filming in the Premises and will film only within Permitted Areas of the Premises within Permitted Times as agreed with the Authorised Person.

4.2 The Film Company agrees to comply with all reasonable requests of the Authorised Person or any other authorized representative of the Church to cease filming when filming is deemed inappropriate by person at their sole discretion.

4.3 The Film Company must ensure that they have the written consent of all of those who they intend to film. The Film Company will secure the appropriate consents and will notify the Authorised Person of those who have given consent and of any conditions attached hereto.

4.4 Film Company must take reasonable steps to ensure that the operation of [] is not disrupted by filming of any Material for the Production. All proposed filming times and locations will be intimated to the Authorised Person from time to time within a reasonable period in advance of filming.

4.5 The Film Company agrees not to film or broadcast any Material which in the reasonable opinion of the Church could be viewed as defamatory, derogatory, inappropriate, confidential, factually inaccurate or misleading.

4.6 The Film Company agrees to maintain complete confidentiality with regard to any information relating to individuals filmed, the Church and any member of its staff, whether at the Premises or elsewhere, which it may obtain in the course of the production of the Production.

- 4.7 The Film Company will allow the Church to view any Material at the request of the Authorised Person, including the edited and fine cuts and the final edited version of each Production and to make representations on any matter which the Church, acting reasonably, considers to be defamatory, inappropriate, confidential, factually inaccurate or misleading and the Film Company shall modify such Material so as to take such representations into account.
- 4.8 The Film Company will be wholly responsible for any injury sustained by any persons or any damage to property within the Premises as a result of any action or omission by the Film Company, or its agents or employees.
- 4.9 The Film Company guarantees that the content of the Production will in no way be derogatory to the stated aims or ethos of the Church.
- 4.10 The Film Company shall not be entitled to make additions and/or alterations of any nature whatsoever to the Premises without the prior written consent of the Church.

5. Meetings

- 5.1 The Film Company and the Church shall attend regular scheduled meetings at times agreed between the parties.
- 5.2 The meetings shall take place at [] and shall comprise [] as designated by the Authorised Person and [] of the Film Company who are involved in the filming of Material for the Production.
- 5.3 The purpose of the meetings shall be to discuss the progress of the filming of Material, to allow the Authorised Person or [] to view, on request, any Material for the Production and to formulate resolutions on any aspect of the Material and the Production which are acceptable to both Parties.

6. Copyright

- 6.1 The Film Company may not use the Material for any other purpose other than to compile the Production without the written permission of the Church and any persons shown in the Material.

7. Data Protection

- 7.1 Personal Data relating to any individuals which is transferred to the Film Company in order to film Material for the Production is transferred for that purpose alone. The Film Company shall not make use of the Personal Data transferred for any other purpose whatsoever without prior written consent of that individual.

8. Indemnity Clause

8.1 The Film Company shall exhibit current employer's liability insurance in a sum of not less than ten million pounds and public liability insurance in a sum of not less than five million pounds for one occasion or arising out of any one event and will exhibit said insurances to the Church for approval within fourteen days of signing this Contract and on demand thereafter until the end of the term of this Agreement.

8.2 The Film Company shall fully and effectively indemnify the Church for any liability, loss, claim or proceedings under statute or common law in respect of personal injury and/or death of any person and/or loss or damage to the Premises and/or loss (including economic loss) to the Church caused directly or indirectly by the negligence, omission or default of the Film Company or any person for whom the Film Company is responsible at law or arising from the publication of any Material which is defamatory or factually misleading or inaccurate.

9. Assignment

9.1 Neither Party shall be entitled to assign any of their rights or obligations under this Agreement without the consent of the other.

10. Variation

10.1 The terms of this Agreement may only be varied with the prior written consent of both Parties.

11. Resolution of Disputes

11.1 If there should be any dispute or difference between the Parties regarding any matter affected by the subject matter of this Agreement, such dispute or difference shall be referred to an independent third party appointed by the Parties hereto or failing agreement as to such an appointment, appointed on the application of either Party to the President for the time being of the Law Society of Scotland and the decision of such third party appointed by the Parties hereto or failing agreement as to such appointment, appointed on the application of either Party by the President of the Law Society of Scotland and the decision of such third party shall be final and binding on the Parties. Both Parties shall be able to make representation to the third party who shall act as Arbitrator.

12. Termination

12.1 This Agreement may only be terminated prior to the Termination Date in the following circumstances:

12.1.1 where there has been a material breach by one of the Parties which is not capable of remedy;

12.1.2 where there has been a breach by one of the Parties, which Party having been given a reasonable period to remedy, has not been remedied;

12.1.3 in the event of a *force majeure* event as defined in Clause 13 occurring which is outwith the control of either Party;

12.2 Where the Film Company becomes bankrupt (whether voluntary or compulsory) and unable to pay its debts, insolvent or make any arrangement with its creditors, or if any resolution is adopted for the winding up of the Film Company or if a Receiver, Administrator or Administrative Receiver is appointed over the whole or any part of its assets or if the Film Company or any part thereof ceases or threatens to cease to carry on the whole or an Administrative Receiver is appointed over the whole or any part of its assets or if the Film Company or any part thereof ceases or threatens to cease to carry on the whole or material part of its obligations under this Agreement.

12.3 Notwithstanding the provisions of this Clause, Clauses 4.6, 4.8, 4.9, 6, 7 and 8 shall survive termination of this Contract;

13. *Force Majeure*

13.1 The Parties shall not be liable for any delay or failure in carrying out any of their obligations under this Contract which is caused wholly or mainly by reason of any event or circumstance outwith the defaulting Party's control including Act of God, labour dispute (other than labour dispute involving the employees of that Party), fire, flood, extreme weather conditions, war, terrorism, accident, Government action, regulation or order or inability to obtain basic utilities (a "*force majeure* event");

14 Acknowledgement

14.1 There will be include in the title cards of the Production a clear and legible notice acknowledging the Church's assistance in the filming of the Production.

15. Confidentiality

15.1 Both Parties agree to treat as secret and confidential and not at any time or for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the other Party (except with the prior written permission of the other Party where required to do so by virtue of any enactment) both during and following termination of this Contract.

16. Notices

16.1 Any notice required by this Contract to be given by either Party to the other, shall be in writing and shall be served by sending the same by registered or signed-for post to: in the case of the Church, addressed to [] at [] and in the case of

Film Company, addressed to [] at []. All such notices shall be deemed to have been received on the day after posting.

17. Waiver

17.1 Any failure, delay or indulgence on the part of either Party in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right to preclude the exercise of any other right or remedy thereunder.

18. Entire Agreement

18.1 This Agreement constitutes the entire contract between the Parties and supersedes all prior representations, contracts or arrangements whether oral or in writing relating to the subject matter hereof;

18.2 Each of the clauses to this Agreement is to be treated as separate and independent and if any provision hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect.

19. Governing Law

19.1 The construction, validity and performance of this Contract shall be governed by the Law of Scotland: IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed as follows:

Signed for an on behalf of the Film Company and the Church by:

..... Film Company Clerk to the Board
..... Date Date
..... Witness (signature) Witness (signature)
..... Witness full name Witness full name
.....
..... Witness address Witness address