**Photography and filming in a church and its environs**

This is not a definitive set of guidelines, but rather a guidance note on the issues Incumbents, Churchwardens and members of the PCC in the Diocese of Coventry would be advised to consider when grappling with the issues of photography and filming within a place dedicated to worship.

**Photography in Church**

Every PCC should have a policy concerning the circumstances within which it is, or is not, permissible to take photographs (including video recordings) within the Church building and the churchyard or other grounds of the Church. Clear information should be readily available to state what the Church policy is as regards informal photography and where any policy document may be found.

In any service or event where photographs of the congregation may be taken there must be an area (or areas, in the case of a service where there will be separation of guests, such as a Wedding) where people who do not wish to appear in photographs/on film may sit.

**Permission to film in a church**

Requests to film inside churches, or in the church yard, are not infrequent but such requests cover a variety of proposals. Filming in a church can be requested as part of a wedding or baptism service. This is clearly very different to a request by a major film studio to use a church for filming a lavish and expensive drama on location as a cheaper alternative to building a set on a sound stage. A production company will expect to pay a fee for using the church as a location and this can be a useful source of additional income for a parish, although it should be noted that many small productions (especially student projects) are made on a shoestring budget and there is little money available even for hiring locations.

However, there are risks relating to such arrangements, including the risk of the production containing inappropriate content, or attracting unfavourable publicity alongside such more mundane matters as damage to the fabric and furnishings.

(1) Livestreaming of services

Particularly since the Covid lockdown, many Parishes have taken up the option of livestreaming Sunday services. It is also a good idea for a Parish to consider livestreaming a Wedding or Funeral service (after seeking permission from the families involved, of course), to aid family or friends who cannot travel to the service.

Each Parish and PCC should have a policy concerning what acts of worship will be livestreamed, and also whether a recording of the service will be available (and for how long and on what platform(s) the service can be viewed).

Do not forget that permission will be required to install equipment for use in livestreaming services. There is an Additional Matters Order issued by the Chancellor of the Diocese, setting out how permission for installation of the equipment may be obtained without the need for a full faculty application. Please consult the Diocesan Advisory Committee or the Diocesan Registry or the Archdeacon Pastor for details.

Permission of participants. Do not overlook the fact that GDPR (General Data Protection Regulation) permission will be needed for any person who will appear on camera (that will include those reading the lessons, the intercessor and members of the choir(s)). Parental consent will be needed for every child who will appear on camera. (For that reason alone, it may well be advisable to have a policy that Intergenerational, Children’s and Nativity services are not livestreamed/recorded). Standard permission forms will generally have a duration of up to three years. There must be a process for reviewing those permission forms held so they can be renewed, if necessary, on expiry. If not renewed then there will no longer be GDPR permission to hold recorded images of the person involved. There should already be an assigned Data Controller (or Data Protection Officer) for the Parish, who will now also need to ensure that details of filming permissions are held securely in accordance with the PCC policy.

In a communion service it is strongly advised that the camera used is moved, switched off or deliberately set so as to be out of focus during the distribution of Communion, so that those coming forward are not recorded.

(2) Weddings, Baptisms and other special services.

Quite frequently, in addition to having a wedding photographer, the happy couple may now also want a visual recording of the service. The PCC will have set fees that are appropriate for when such recordings are made. The fees charged will also include a copyright release fee for the ‘performance’ of an organist and/or a choir (child choristers often receive a nominal fee for singing at a wedding) and the bell-ringers will each be entitled to a fee if the bells are rung for the service. The fee structure will determine if only individuals are paid a fee, or whether the PCC is also entitled to a fee (NB this issue may be relevant, and should not be forgotten, if there is filming in the church by a commercial organisation where music or bells are recorded).

Once again, individual consent forms will be required from all people participating in the service if it is to be recorded and/or livestreamed.

Do not forget that although the Wedding Couple (or baptismal family) may be happy for the ceremony to be visually recorded, that may not be so for everyone attending the service. There must be clearly delineated areas where people can sit/stand/gather without being visually recorded.

(3) Commercial filming or photography

Churches are popular film locations, and hosting a film shoot by a movie or TV company can be very beneficial to a church. Such filming can bring the church into the public eye and encourage the public to come and visit. It can also be a useful source of additional income.

However, there are potential pitfalls to avoid, including the risk of inappropriate content, unfavourable publicity, damage to the fabric and furnishings, and other risks such as copyright violation.

To maximise the benefits of filming in a church, and to avoid the risks, careful forethought and planning are essential. Permission from the Archdeacon Pastor or the Chancellor will almost always be needed and you **must** consult the Archdeacon Pastor at an early stage. The Chancellor can be approached via the [Registry](mailto:m.mcbrierty@rotherham-solicitors.co.uk), and he will require information about the contract, fee, insurance and local agreement for the filming. It is usual for matters referred to the Chancellor to be considered by the members of the Diocesan Advisory Committee first.

These guidelines are to assist incumbents, PCCs and churchwardens in the Diocese of Coventry to decide whether to agree to filming, and then in planning and managing the shoot. Discussions about agreeing to any filming in the Church must be made by the incumbent and/or the Churchwarden(s) and/or a designated representative of the PCC. Formal discussions about filming should never take place between any other person, especially someone whose rôle may suggest authority to act on behalf of the Church, such as a Verger, Choirmaster or Children’s Worker.

**Marketing your church as a location**

There are numerous location-finding companies. Some are free, others charge for inclusion in their portfolio. No approach should be made to offer the Church as a filming location except by the incumbent and/or the Churchwarden(s) and/or a designated representative of the PCC.

* [Location Partnership](https://locationpartnership.com/)
* [Shoot Factory](https://www.shootfactory.co.uk/)
* [Amazing Space](https://amazingspace.co.uk/)
* [Film Locations](http://www.filmlocations.co.uk/)

**Points to consider before agreeing to any filming proposals**

**Format**

Is this for a feature film or for a television programme?

Will the church be used for just a small clip in a larger production, or is the church itself the main feature?

**Audience**

For which television channel is this intended and who will be the target audience? For example, Channel 4 with its brief to be innovative and experimental is, broadly speaking, likely to transmit more challenging material than, say, BBC1.

**Category**

If filming is for TV, will the programme be a drama, a news programme, documentary, a soap opera or sitcom?

Will the film be used for advertising, either on the TV or in the cinema?

The scale of fees the PCC should charge will be determined to some extent by the category.

The potential for damaging or insensitive material will also vary across different genres.

**Content**

Any television company has to abide by programme codes which are laid down concerning content. Even so, this leaves possibilities for material to be transmitted which might show the parish, and therefore the Diocese and the Church of England, in a poor light.

Knowing who is involved will give a clue to the type of treatment that is going to be used. However, you should not be shy of asking directly for clear information on content. Obtaining a written synopsis would be appropriate.

Programme makers should be happy to share their intentions, since this enables them to get the best out of what must be a collaborative exercise.

In discussion, try to elicit the central message the Director wants to put across, which will drive all editing decisions. What is included, or left out, and how it is arranged, can have a surprising effect on the impression conveyed to the audience.

**Story**

The first step before even entering into negotiations with a commercial film company is to ask for a synopsis of the story-line in any drama or sitcom, for example. This will give an overview of the finished programme, and allow you (and the Chancellor or Archdeacon) to judge whether it is beneficial or harmful to the Church.

**Script**

If filming is likely to be lengthy, with a lot of action in or around the church, you will also want to see the actual scripts.

It is important for you to see what is going to be said and in what context. For example, *double entendres* may flag up the kind of programme for which the material is being used.

If there are last-minute changes to the script to which you object, then you should have the right to withdraw from the deal and negotiate a sum for your trouble and inconvenience. Make sure the contract states this clearly.

The Archdeacon Pastor or the Chancellor will wish to approve the script before permission is given for the filming to take place. It is not sufficient for the filming company to provide just the script of material to be filmed in the Church or on church premises. There needs to be at least a synopsis of the remainder of the script - as well as the script for the material to be shot on or in church premises - to ensure the finished product will be unlikely to bring the Church of England or the Diocese into disrepute.

If the production company is unwilling to provide the script and synopsis then proceed with great caution, and be aware that permission from the Diocese may well be refused.

It is, however, entirely reasonable for the production company to require strict confidentiality over the provision of a script and synopsis.

**Advertising shoot**

The name and nature of the product or item to be advertised must be obtained, with a copy of the script or advertising copy.

There are clearly certain products with which the Diocese would not want any perceived connection.

**Location**

Will filming be inside or outside the church? If on church premises (in the church or churchyard or other curtilage), the church’s permission is needed for anything to be done.

Filming of a church or any other building from outside the site boundaries requires no permission. Pictures of buildings are not subject to copyright either.

**Animals**

If any animals are to be used, think through the implications very thoroughly. Very considerable precautions would be needed before letting any non-housetrained animal inside the church itself.

**Time**

Ask how long the church is required for. Broadly speaking, a news item where the subject is a Church of England matter and the editor simply wants to use the church as background would not take more than half an hour.

However, a feature film or drama will need to light and possibly rig the church before filming could start, and it could need de-rigging.

**Church services**

It often happens that news crews or documentary-makers wish to film a service, for example a baptism or marriage, for a package they are putting together. They will probably only use it for background.

In the case of a baptism or marriage you clearly need the permission of those involved. A film crew will often offer copies of the film in lieu of fees for the couple. The PCC is still entitled to a fee, as would be, for instance, the organist and choir members.

For any service – Songs of Praise, for example – you need to agree what is to be filmed and the camera positions, so that the congregation is not distracted from worship. The service will have to start early, allowing time for rehearsal of congregational singing.

Consent from those who will appear on-camera will be needed, and parental or guardian’s consent for any child. If a consent form is provided by the television or film company ensure that the scope of the consent is clear. A general form of consent may allow all the material filmed to be stored as potential stock footage for later productions, which probably would not be appropriate for members of a congregation.

The Church should ask for a right of review and final approval of material before it is distributed to the wider public.

Make sure the above points are covered in the contract.

**Facilities**

Bear in mind the difference between a small documentary which may only require 2 or 3 people and limited hand-held equipment, compared to a major film job which could involve scores of actors and technicians even to make a clip of a few seconds!

Does the production company need to use other facilities such as the hall or car park? Do they wish to film in the churchyard?

If filming is likely to be lengthy or for drama, make sure to discuss toilets, dressing room areas etc. Use of your hall or car park for such things can be used as bargaining tools when you negotiate the fee.

Do ask the production company what they have organised for parking. If it is on a street with restrictions they will need to have gained local authority traffic department approval.

**Layout**

What changes are proposed to the way the church is laid out? Does the film company, for example, wish to move some historical piece, such as the altar?

**Fabric and furnishings**

If fixed items need to be moved you are likely to need a faculty from the Diocesan Chancellor. Minor temporary changes may be able to be authorised by the Archdeacon Pastor. See permission, below.

**Contract**

Always insist on a contract! This will spare a lot of trouble later.

Make sure the contracting parties are clearly named and even spelt correctly, as a simple error could void the agreement. The filming company is likely to be an ad hoc project subsidiary, not any broadcaster or film studio.

The contracting party for the church should be the PCC.

Make sure copyrights are clearly defined. Avoid handing over the right to images of church property (but also see Location, above).

If you are looking at a substantial amount of filming, it would be prudent to ask the Diocesan Registrar (and, usually, also the Diocesan Advisory Committee) to look over the contract.

**Risk**

Make sure the Regulatory Reform (Fire Precautions) Order is followed (see guidance on fire safety in churches). Both the church and the film company will have a ‘Responsible Person’ and must carry out their own fire risk assessment.

It is desirable anyway to have a written risk assessment taking account of all equipment, sets, facilities, special effects etc.

The last thing you want is the parish to be sued, the second last thing is to have to sue someone else.

**Insurance**

You must insist that the PCC is indemnified and insured against damage or accident. The church insurance policy may not cover such matters.

Ascertain whether the permanent film or TV company will underwrite any risk. If not, either make sure you are covered by the church’s own insurance, or else write into the contract that the film company take on its own special insurance for the job.

Always inform the church’s insurers of commercial filming/photography before the shoot takes place.

**Fees**

Time and type of programme are the two main factors determining a location fee.

The word ‘day’ is often used. You should be clear what constitutes ‘one day’, so you can charge if time is overrun. An extra half an hour might be reasonable, but more should be charged. Filming at night may also confuse matters. Therefore, it may be simpler to charge per hour, and this is now frequently done.

Time and type of programme are the two main factors determining a location fee. A basic scale of the 2020 minimum daily fees to negotiate with (starting with the lowest) were as follows:

• News piece to camera – are unlikely to be subject to any fee, but they have the benefit of drawing attention to the church on prime-time television.

• Documentary piece to camera - £300 per day (usually per hour)

• Photo-shoots and magazine or topical features – £300 per day.

• Documentary Drama Reconstruction - £600 per day

• Daytime Drama - £750 per day

• High-End Drama - £850 per day

• UK Feature & Photography - £900 per day

• Co-Production Feature (i.e. a big production) - £1,000 per day

• Tri-Production Feature (a very big production)- £1,250 per day

Bear in mind that the fee may be higher to work inside the church than to film from the outside.

However, never forget that if the filming is to include the church choir or bell ringers a fee should be charged, in line with that charged to, for instance, Wedding Couples, to cover copyright &c. (Remember, it will not assist the reputation of the Church to waive fees for a commercial organisation when faithful users of the Church are being charged the usual rate). You are also unlikely to want to charge to broadcast a public service, but for commercial contracts you should always think commercially and be prepared to charge the going rate.

Consider an up-front deposit, in addition to pre-payment of up to 50% of the fee. The deposit need not be returnable.

**Permission**

A church is primarily a place of worship dedicated to the proclamation of the Christian message and providing pastoral support and care to the local congregation. The use of the church building for filming should respect that and, in some way, contribute towards supporting the mission of the church.

Permission for filming so far as the parish is concerned is a matter for the Incumbent and PCC, or in an interregnum the PCC and churchwardens. Use of the public highway will require consent from the local authority.

In almost all cases, permission from the Archdeacon Pastor or the Chancellor will be needed and you must consult the Archdeacon Pastor at an early stage. Simply because the film or television company expresses urgency over gathering material for a news item, or similar, does not mean that the Archdeacon Pastor (or Diocesan Registry) should not be consulted.

Permission will certainly be needed for any works to a church, usually a faculty from the Diocesan Chancellor. (Film makers often need to hide, or even temporarily remove, notices, signs or even memorial plaques that would be incongruous within the finished product). However, minor works may not need a faculty. If loose furnishings are to be moved, permission may be gained from the Archdeacon Pastor.

If a faculty is needed, or if in doubt, please contact the Archdeacon Pastor or the Diocesan Advisory Committee Secretary or the Diocesan Registry.

**Rules**

Film makers actually welcome working to unambiguous site rules. They appreciate knowing the parameters within which they must work. If they like the location they will do what they have to do to get permission, and will not be put off. They will not resent it if a church enforces set rules.

Bear in mind, it is probably the first-time members of this crew have worked together. Filmmakers are usually freelancers and are hired on a single project basis. Copy the church rules to every crew member.

Since 1st July 2007, smoking has been banned in all internal public places, including churches. Crews are already quite used to a smoking ban, and will observe it.

Water/drink is an important issue. It is essential to have a liquids policy, as crew members get very hot and need to re-hydrate frequently. A vast supply of bottled water with filter caps is best to avoid casual spillage over valuable artefacts.

**Planning the film shoot**

The main pressure on crews is the time to get in and out. Therefore, pre-planning is essential. The members of the film crew will happily attend recce meetings with key personnel including Director, Location Manager, Set Designer, Production Supervisor, Photographic Director etc. Then the shoot can proceed quickly and smoothly.

The conclusions of the planning process should be written up as a method statement by the film company, and submitted to the PCC for approval.

**Access**

* Think where to park vehicles. Here’s a useful tip – place a drip tray under lorry oil tanks.
* Comply with the Disability Discrimination Act.

**Equipment**

Lighting is usually the main item of equipment. Fittings are improving and getting smaller; wiring routes and the size and spread of tripods etc are the key thing.

Lighting may be mounted outside, pointing in through windows, in order to simulate daylight, but any effect on the glazing and metal bars must be appraised in advance.

Be prepared to insist on spreaders etc, tennis balls on equipment feet over valuable or fragile floors. Insist on protection to fittings and furnishings in the church which are not actually being filmed. Avoid taping of polythene, cables etc. In particular, be prepared to ban gaffer tape and especially blak-tak! (Blak-tak is used by film crews, it resembles blu-tak but leaves a much more stubborn residue).

**Special effects**

Insist on a trial of any special effects on a small scale first, especially if fog machines etc are involved. Naked flames other than candles in suitable holders are prohibited. Some alternative is always possible to achieve a desired cinema-graphic effect, so long as the underlying requirement has been identified.

**On the day of, and after, the shoot**

**Supervision**

It is advisable to ensure a designated representative of the church is present during the filming. If it is a day-long shoot, or longer, two people may be needed. They need to know what agreements – the contract and the rules –have been made with those filming.

**Inspections**

Before starting, carry out a walk-round inspection of condition with, say, the Assistant Director. Take lots of digital photos.

Inspect for any damage immediately upon conclusion, and report any issues within hours not days. The company actually filming may disband very quickly after delivery is made to whoever commissioned the filmed product.

Check carefully for any pilfering and act quickly if need be - but make sure it’s really gone and not misplaced (or innocently packed up with props) – before informing the police.

**Records**

Make detailed notes after filming for future reference. Film companies are likely to return to a good site, and past experience will be invaluable.

**End notes**

This guidance is not comprehensive, and not a blueprint to fit all occasions. If in doubt consult the Archdeacon Pastor or the Diocesan Advisory Committee or the Diocesan Registry.

To assist parishes, an example of a draft contract for use of a Church for commercial filming is attached. It is envisaged that PCCs will rely upon this draft contract, drawn up for that purpose by Geoffrey Cotterill, the Diocesan Registrar, or at the very least will consult with the Diocesan Registry before entering into a contract for filming.

This guidance is an extension upon the guidance document prepared for the Diocese of London, without which this document would have taken very much longer to prepare. Gratitude must be expressed to the author of the excellent Diocese of London guidance document, but also to Geoffrey Cotterill, the Diocesan Registrar of the Diocese of Coventry, whose thoughts concerning commercial filming have contributed substantially to the revision of the original draft for this guidance note

The Worshipful Glyn Samuel

Diocesan Chancellor and Vicar-General

Second Sunday before Lent 2025.

Contract for filming in a consecrated church

[name of Incumbent]  
  
and

[name of Council]  
  
and

[name of Film Company]

**Contents**

[1 Definitions and interpretation 1](#_Toc145519136)

[2 Background 2](#_Toc145519137)

[3 Licence 2](#_Toc145519138)

[4 Covenants by the Film Company 2](#_Toc145519139)

[5 Covenants by the Incumbent and the Council 4](#_Toc145519140)

[6 Covenants by the Council 5](#_Toc145519141)

[7 Duration and termination 5](#_Toc145519142)

[8 Meetings 6](#_Toc145519143)

[9 Copyright 6](#_Toc145519144)

[10 Data Protection 6](#_Toc145519145)

[11 Reinstatement 6](#_Toc145519146)

[12 Governing law and jurisdiction 6](#_Toc145519147)

[13 Variation 6](#_Toc145519148)

[14 Resolution of Disputes 7](#_Toc145519149)

[15 Force Majeure 7](#_Toc145519150)

[16 Acknowledgement 7](#_Toc145519151)

[17 Confidentiality 7](#_Toc145519152)

[18 Notices 7](#_Toc145519153)

[19 Waiver 7](#_Toc145519154)

[20 Entire Agreement 7](#_Toc145519155)

[21 Other provisions 8](#_Toc145519156)

[Schedule 1 9](#_Toc145519157)

This AGREEMENT is made on [*date*]

**Parties**

The Reverend [*name*] Clerk in Holy Orders **[**Rector OR Vicar**]** of the Parish of [*name*] in the County of [*name*] and Diocese of [*name*] (the **Incumbent**);

The Parochial Church Council of the Parish of [*name*] (the **Council**); and

[*Film Company*] **[**of [*address*] OR (Company Registration Number [*number*]) whose registered office is at [*address*]**]** (the **Film Company**).

This Deed provides:

**Definitions and interpretation**

**Definitions**

In this Licence:

|  |  |
| --- | --- |
| **Agreement** | means this Agreement; |
| **Authorised Person** | means the person appointed in clause 3; |
| **Church** | means the Parish Church of [*dedication and name of parish*]; |
| **Commencement Date** | means [ ] |
| **Court** | means the Consistory Court of the Diocese in which the Church is from time to time situate or any other court to which the powers of the Consistory Court have become transferred; |
| **Equipment** | means the equipment listed in the schedule |
| **Faculty** | means the faculty issued out of the Consistory Court of the Diocese of [*name*] on [*date*]; |
| **Fee** | means [ ] |
| **Material** | means |
| **Permitted Areas** | means [ ] |
| **Permitted Times** | means [ ]; |
| **Production** | means [ |
| **Termination Date** | means [ ]; |

**Interpretation**

Any reference to the Incumbent is to that person in the Incumbent’s official capacity as incumbent of the Benefice of [*name*] for the time being and includes a priest in charge during any vacancy in the Benefice.

Any reference to the Council is to the Parochial Church Council for the time being of the Parish in which Church is situate.

Any obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

**Background**

The Film Company wishes to film within the Church and thereafter use the material filmed for the Production.

The Council agree to allow the Film Company access to the Church to film the Material required for the Production. The parties wish their relationship concerning the filming of the Material to be set out in this Agreement.

**Licence**

In exchange for payment of the Fee and having been authorised so to do by the Faculty, the Incumbent grants to the Film Company:

the licence and authority to access the Church during the Permitted Times to film within the Permitted Areas.

to bring the Equipment into the Church for the purpose of filming the Material.

to film individuals [ ], subject to the Film Company obtaining all the necessary permissions.

The Incumbent the Council and the Film Company have appointed [ ] to be the Authorised Person.

**Covenants by the Film Company**

The Film Company covenants separately with the Incumbent and with the Council as follows:

to pay the Fee to the Council on or before the Commencement Date;

to pay to the Council on demand a sum equal to the additional premium occasioned by the making of this Agreement incurred by the Council from time to time in insuring the Church against fire and such other risks as the Council thinks proper and in maintaining public liability insurance for the protection of the Council and the Incumbent;

if any sum payable under this Agreement is not paid on the due date for payment, to pay interest to the Council at a rate of 4% above the base rate of [name] Bank plc for the period from the due date for payment until actual payment;

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

The Film Company agrees to comply with all requests of the Incumbent, 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.

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.

The 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.

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

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

The Film Company will allow the Council 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 Council, 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.

The Film Company will be wholly responsible for any injury sustained by any persons or any damage to property within the Church as a result of any action or omission by the Film Company, or its agents or employees.

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.

The Film Company shall not be entitled to make additions and/or alterations of any nature whatsoever to the Church without the prior written consent of the Council and the obtaining if necessary of a further faculty.

to pay promptly and to indemnify the Incumbent and the Council against all rates, taxes and other charges payable in consequence of the grant of this Agreement or the presence of the Equipment in the Church;

to make good all damage caused to the Church by the exercise of the Film Company’s rights under this Agreement, and to obtain a faculty from the Court whenever one is necessary for the exercise of those rights;

to keep the Equipment in good repair and safe working order;

to comply with all statutory and other legal requirements in respect of the use and operation of the Equipment and the making of the Production;

to comply with all recommendations and requirements of the insurers of the Church in so far as they relate to the installation, maintenance and use of the Equipment and the making of the Production;

The Film Company shall:

fully and effectively indemnify the Incumbent and the Council for any liability, loss, claim or proceedings in respect of personal injury and/or death of any person and/or loss or damage to the Church and/or loss (including economic loss) to the Incumbent or the Council 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

exhibit current employer’s liability insurance with a reputable insurer in a sum of not less than ten million pounds and public liability insurance in a sum of not less than £10,000,000 (ten million pounds) for one occasion or arising out of any one event and will provide said insurances to the Church for approval within fourteen days of signing this Agreement and on demand thereafter until the end of the term of this Agreement will produce evidence of such insurance on request.

hold insurance money received or payable in respect of the indemnity contained in this clause in trust for the Incumbent or Council or both;

not to do or permit upon the Church anything inconsistent with the character of the Church as a consecrated parish church or anything which may be or become a nuisance or annoyance to the minister for the time being conducting or the congregation attending divine service in the Church;

not to assign share or part with possession of the Film Company’s rights under this Agreement with or to any person [without the prior consent in writing of the Incumbent and the Council and in no case to do so without the prior approval of the Court];

to pay the legal and other professional fees (including VAT) incurred by the Incumbent and the Council in connection with the negotiation, preparation and engrossment of this Agreement and all costs incurred by them in obtaining the Faculty;

**Covenants by the Incumbent and the Council**

The Incumbent and the Council each covenant with the Film Company as follows:

not to damage or interfere with the Equipment, except in emergencies when (having used reasonable endeavours) it has not been possible to contact the Film Company before the event;

to take the reasonable precautions necessary to prevent their employees, volunteers, contractors and visitors from damaging or interfering with the Equipment;

**Covenants by the Council**

The Council covenants with the Film Company as follows:

to, consistent with its duties under ecclesiastical law and except where these duties are the responsibility of the Film Company under the provisions of this Licence, keep the structure and exterior of the Church in repair to the extent necessary to provide support, shelter and safe access to the Equipment;

to keep the Church building insured against fire and other usual risks in accordance with the recommendations of the insurers.

[*Insert other covenants as required.*]

**Duration and termination**

Subject to the other provisions of this clause 7, 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.

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

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

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;

in the event of a force majeure event as defined in Clause 13 occurring which is beyond the control of either party;

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 ceased 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

In the event of any breach of the Film Company’s covenants, the Incumbent (or during any vacancy of the Benefice, the Council) shall be entitled to apply to the Court for the revocation of the Faculty. On such revocation, this Agreement will immediately terminate but without prejudice to any rights of the Incumbent or the Council under this Agreement.

In the event that the Film Company enters into a composition or arrangement with its creditors generally, or is the subject of an order made or resolution passed (or analogous proceedings taken) for appointing an administrator or of winding up the company, or is deemed to be insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 with the substitution of £50,000.00 for £750.00, the Incumbent (or during any vacancy of the Benefice, the Council) shall be entitled to apply to the Court for the revocation of the Faculty. On such revocation, this Agreement will immediately terminate but without prejudice to any rights of the Incumbent or Council under this Agreement.

Notwithstanding the provisions of this Clause, Clauses 4.1.9, 4.1.11, 4.1.12, 4.1.19, 9 and 10 shall survive termination of this Contract;

**Meetings**

The Film Company and the Council shall attend regular scheduled meetings at times agreed between the parties.

The meetings shall take place at [         ] and shall comprise such persons as designated by the Authorised Person and [ ] of the Film Company who are involved in the filming of Material for the Production.

The purpose of the meetings shall be to discuss the progress of the filming of Material, to allow the Authorised Person or the other designated persons 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.

**Copyright**

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.

**Data Protection**

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.

**Reinstatement**

On this Agreement coming to an end, the Film Company shall join with the Incumbent and the Council for (if necessary) a new faculty or an amendment to the Faculty to authorise works to reinstate and make good the Church and in all cases to to reinstate the Church to the reasonable satisfaction of the Council’s architect without delay and at the Film Company’s own cost.

**Governing law and jurisdiction**

This Deed is governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that any question relating to the interpretation or enforcement of any term relating to this Deed is to be determined by the Court.

**Variation**

The terms of this Agreement may only be varied with the prior written consent of all the parties.

**Resolution of Disputes**

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 the Court and the decision of the Court shall be final and binding on the parties.

**Force Majeure**

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”);

**Acknowledgement**

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.

**Confidentiality**

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.

**Notices**

Any notice required by this Agreement to be given by any party to another, shall be in writing and shall be served by sending the same by registered or signed-for post to:

in the case of the Incumbent or the council, 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.

**Waiver**

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.

**Entire Agreement**

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;

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.

**Other provisions**

During a vacancy of the Benefice, the Council may on its own give any consent, and take or join in any action, which this Licence provides that the Incumbent or Council (or both) may or shall give or take.

[*Insert other provisions as appropriate.*]

Executed as a Deed by the parties etc

**Schedule One**

**The Equipment**

[*Set out details of the equipment, to be used in the production including mechanical equipment sets props etc.*]