

GC 09

TRUST PROCEDURE FOR MEDIA FILMING/RECORDING/PHOTOGRAPHY FOR OR WITHIN THE VELINDRE NHS TRUST

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This procedure forms part of the implementation process for the Policy for the Management of Policies, Procedures and Other Written Control Documents. Staff should ensure they follow this procedure, with any deviation being risk assessed and escalated through their Corporate Function escalation process.

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|--|---|--|--|--|
| Documents to be read alongside this policy: | | | | |
| Current review changes: | <p>This policy supersedes the following Trust Policy documents:</p> <ul style="list-style-type: none"> Filming in The Trust Photography, Video and Audio Recording of Service Users <p>This policy should be reviewed every three years from the date of implementation or in response to any relevant new legislation/ policy changes affecting associated policies or issues arising from Media /best practice shared by Health Boards and /or any challenges arising from Filming/Recording/Photography projects undertaken by or for the Trust.</p> | | | |
| First operational: | | | | |
| Previously reviewed: | | | | |
| Changes made yes/no: | | | | |

PROPRIETARY INFORMATION

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1. Introduction

Filming/Recording/Photography on Trust premises for the purposes of public broadcast/publication is becoming increasingly common, particularly in relation to specific areas of the Trust. The Trust accepts that this does provide an insight into how the health service, the Trust and its divisions work.

However, our duty of care to protect the safety, well-being and right to privacy of service users and staff, and to ensure that any such filming/recording/ photography does not obstruct or interfere with care in any way must always remain our primary concern.

It is also incumbent on the Trust to be ever-mindful of the potential for media filming/recording/photography to negatively impact on service user, public and/or staff confidence in the Trust and/or its services

First and foremost, consideration must always be given to ensuring:-

- All steps have been taken to make certain filming does not cause distress to service users and/or relatives
- All steps have been taken to make certain filming does not interrupt the 'day to day' operations of the organisation
- All steps have been taken to make certain that filming will not undermine or impede the health, safety and welfare of service users, staff and others

When considering any media request for filming/recording/photography facilities or taking part in a media project, a brief on the project should be supplied by the media organisation/agent and an assessment of the request carried out, in consultation with the Trust Head of Communications.

The details and information provided in this brief should be used to inform decision-making around whether the media project warrants further consideration. Consent Forms\Filming/Recording/Photography Project Brief template.docx

2. Information

This procedure applies to media filming/recording/photography within the Divisions/Services/locations directly or indirectly under the governance of the Velindre NHS Trust.

It is recognised that there are currently good communication arrangements established with other Hospital Boards and Trusts for working with their Media & Communications Leads for activities such as campaigns.

Where the media activity is undertaken in other Hospitals involving their service users, different consent requirements may be in place.

Staff, volunteers and service users are advised to ensure they are always sighted on any agreements affecting their involvement, understand what is being asked of them and are content with the terms of any consent they are being asked to sign.

In all circumstances where media activity involving Trust staff, service users or locations has been agreed, the Head of Communications and/or Board Secretary at Trust Headquarters should be notified to ensure the Chief Executive and Chair of the Trust are informed as appropriate.

3. Staff Approaching the Media –Whistleblowing

All Staff should be aware of the Trust Raising Concerns (Whistleblowing) Policy and be in a position to address any concerns in relation to service user care or practice issues using the identified process in the policy.

However, if any staff member approaches the media in relation to service user care or practice issues contrary to the Trust Raising Concerns Policy, that member of staff may be subject to disciplinary action by the Trust under the 'Trust's Disciplinary Policy' and Rules.

4. Limitations

This procedure does not cover all guidance elements contained within Trust policies relating to dealing with the Media and, as such, should be used, where appropriate, in conjunction with the following policies and procedures:

- GC 10 – Staff Mobile Phone Policy
- GC 07 – Policy for Photography, Video/Audio Recordings of Service Users
- GC 16 - Media Handling Procedure
- WF 24 - Trust Whistle-blowing Policy

5. Equality

The Trust is committed to ensuring that, as far as is reasonably practicable, the way it provides services to the public and the way it treats its Employees reflects their individual needs and does not discriminate against individuals or groups.

The Trust has undertaken an Equality Impact Assessment and received feedback on this procedure and the way it operates. The Trust wanted to know of any possible or actual impact that this procedure may have on any groups in respect of gender (including maternity and pregnancy as well as marriage or civil partnership issues) race, disability, sexual orientation, Welsh language, religion or belief, transgender, age or other protected characteristics.

The assessment found that there was no impact to the equality groups mentioned. Where appropriate the Trust will make plans for the necessary actions required to minimise any stated impact to ensure that it meets its responsibilities under the equalities and human rights legislation.

6. Training

Whilst there are no formal training programmes in place to ensure implementation of this policy, each Executive Director, Divisional Director, Clinical Director, Divisional General Manager, Divisional Nurse, Departmental Manager, Head of Nursing and Head of Departments must ensure that managers and all staff, clinical and non clinical, are made aware of the policy provisions and that they are adhered to at all times.

7. Resources

The implementation and management arrangements associated with this policy do not present any significant resource implications to the Trust.

8. Implementation

This policy will be maintained by the Head of Communications. Please refer to Section 1 for further information in relation to the process to follow in dealing with activity relating to this procedure.

9. Audit and Monitoring

The Head of Communications will review the operation and compliance with this procedure through review of the completed forms etc to ensure that the requirements of the procedure are followed accordingly.

10. Policy Conformance / Non Compliance

If any Trust employee fails to comply with this procedure, the matter may be dealt with in accordance with the Trusts Disciplinary Policy. The action taken will depend on the individual circumstances and will be in accordance with the appropriate disciplinary procedures. Under some circumstances failure to follow this policy could be considered to be gross misconduct.

11. Distribution

The procedure will be available via the Trust Intranet Site and from the Head of Communications. Where staff do not have access to the intranet their line manager must ensure that they have access to a copy of this policy.

12. Review

The Head of Communications will review the operation of the policy as necessary and at least every 3 years.

13. Procedure

This procedure is intended to help ensure service users, staff, volunteers and the Trust are aware of the advice and consent issues around filming/recording/photography for and/or within the Velindre NHS Trust.

The procedure is divided into three sections:

Section 1: Procedures for handling media requests for filming/recording/photography for and/or within the Velindre NHS Trust

Section 2: Guidance on consent to taking part in filming/recording/photography

Section 3: Indemnity requirements

Section 1:

Procedures for Handling Media Requests for Filming/ Recording / Photography

Before agreeing that filming/recording/photography can take place, the Trust should consider the following:

- Will the programme address issues that are in the public interest?
- Will it enhance the public's understanding of how health professionals work, and give them an insight into the care and treatment of Service Users?
- Will it help create greater understanding of the challenges faced by the NHS, and the progress being made within the service?
- Does the project have the potential to impede Trust operations and/or damage patient/donor confidence/ safety/well-being and/or privacy?
- Are we, at the time filming/recording/photography is scheduled to take place and/or to be broadcast in or entering a time of Purdah? ('Purdah' is the period shortly before an election or referendum when specific restrictions on the activity of public bodies, civil servants and local government officials are put in place.)

Protecting service users, staff and volunteers

Before agreeing to co-operate with the media on a filming/recording/ photography request, the Trust needs to make sure that:

- All steps have been taken to ensure the required filming/recording/ photography does not cause distress to service users and relatives
- all steps have been taken to ensure filming/recording/photography does not interrupt the 'day to day' operations of the organisation
- all steps have been taken to ensure that filming/recording/ photography will not undermine the health, safety and welfare of service users, staff and others.
- A full Filming/Recording/Photography Project Brief is provided to inform and assist with decision-making.
- Where the media request is made by a media organisation/ agent/freelance not previously known to the Trust, references should be requested, together with a letter of introduction or authority from the media company, on behalf of which the agent/freelance is making the approach
- All relevant service users and staff have been made aware of the proposed presence of cameras/recording equipment/photographers /production team(s), and have consented to the Velindre NHS Trust agreement for taking

part in filming/recording/photography, or to have clearly made known to a supervisor or manager, their wish not to be involved.

- Appropriate arrangements are made to protect the safety, well-being and privacy of any service user/ member of staff who does not consent to taking part in the filming/recording/photography, throughout the full duration of any and all such filming/recording/photography.
- All relevant service users and staff are aware of the rules governing any direct consent/agreement between the individual and the media organisation
- Staff have been given ultimate power of veto over filming where concerns are raised on operational/medical/safety/confidentiality/privacy and/or welfare grounds. (Any decision to do so should be recorded in, or attached to, the 'Filming/Recording/Photography Project Brief' authorisation note)

While on site, those individuals undertaking filming should be supervised at all times and made aware of local Health and Safety Procedures, as appropriate.

The potential for damage to the reputation of the Trust, and with it patient, donor and public confidence in our service, must be a paramount concern at all times in consideration of any media filming/recording/photography request.

Handling media requests for filming/recording/photography

Any requests for filming within Divisions should be directed through the Divisional Director for approval, in conjunction with the Trust Head of Communications. The Divisional Director is also responsible for advising the Trust Chief Executive Offices (Board Secretary) immediately of any proposed filming that is likely to be undertaken, ensuring the Chief Executive and Chair of the Trust are made aware as necessary.

The relevant consent and indemnity forms, as included within this guidance, must be completed, and filed centrally with the Board Secretary (through the Head of Communications) at Trust Headquarters.

Where a patient/member of Trust staff or other third party is involved in the filming project, a copy of their signed consent and indemnity forms should be filed in each individual's Service Users medical notes/ staff record or appropriate personal contact file.

When considering any media request for filming/recording/photography facilities, a brief of the project should be supplied by the media organisation/agent (*Sample brief attached at Appendix A*)

The details and information provided in this brief should be used to inform decision-making around whether the media request for filming/recording/ photography warrants further consideration.

Once a brief has been received, it should be reviewed by the relevant Divisional/Department Director and a decision summary completed.

The brief, with decision summary, should be copied to the Head of Communications.

The Filming/Recording/Photography Project Brief decision summary should be completed and/or authorised by the following leads (or nominated Deputies) within each Division:

| DIVISION | Contact |
|--|---------------------------|
| Corporate Services | Board Secretary |
| Velindre Cancer Care Centre/ Velindre Fundraising | Divisional Director - VCC |
| Welsh Blood Service | Divisional Director - WBS |

Risk Assessment:

Under Health and Safety legislation, the filming/recording/photography organisation/agent should be responsible for undertaking a risk assessment for their own staff and facilities, taking into account any specific or generic risks associated with their proposed activities.

Additionally, the Trust should be prepared to supply any reasonable and relevant health and safety information requested by the filming/recording/ photography company, to enable their risk assessment to be carried out.

A copy of the relevant risk assessments and method statements should be made available to the Trust on request.

NB: If the Division is concerned that the media request for health and safety information reaches beyond a reasonable level, in the context of conducting a risk assessment, or the media organisation/agent has identified significant risks, the local Divisional Lead or other named person(s) should contact the Risk/Health and Safety Office on 02920 196133 or the Trust Fire Safety Adviser on 02920 615888.

In consideration of a media request for filming/recording/photography facilities for or within the Velindre NHS Trust, the Divisional Director is responsible for ensuring an appropriate departmental and corporate risk assessment is undertaken as part of the decision making process. Confirmation that the risk assessment has been considered should form part of the Decision Summary.

When to use this Procedure

This procedure should be used for all mainstream media organisations and/or independent companies/agencies/freelancers in the context of video /filming/ recording /photography for all documentary/ features / drama/ and/or current affairs programmes.

In certain circumstances, short-notice filming/recording/ photography may be permitted without signing of this indemnity, where it would be impractical to do so. This may be in the context of news reporting; e.g. filming/recording /photography relating to a topical issue that is subject of a news report, where the lead time is short and the subject matter is time and subject-specific.

In these circumstances, the Board Trust Secretary and Head of Trust Communications should be notified immediately of the request and the reasoning for consideration of approval.

In such cases, verbal agreement of the principles of this policy around permissions, in the context of the individual assignment, should be undertaken before filming/ recording/ photography gets underway.

In all circumstances, the Trust's duty of care in protecting the safety, well being, reputation and right to privacy of the service, its users, staff and volunteers is paramount and the principles of this procedure should be applied.

It is the responsibility of the Divisional Director to ensure all staff are familiar with the procedure and that it is followed as far as is reasonably practicable within the boundaries of the Trust's business and the demands of media requests.

If you are contacted by a news or current affairs reporter, please contact the Head of Communications on 02920 316586 or the Board Secretary on 02920 316972 for further advice. In the absence of either, please ask for the Legal Services & Governance Manager on 02920 316956, explaining that you need to brief them on potential filming or recording in the Trust.

You maybe asked to provide an update on the proposed filming via email to corporate.services2.wales.nhs.uk; this email will be acknowledged and forwarded to the Head of Communications and/or Board Secretary.

Dealing with the footage

The Trust must understand and be happy with the arrangements the filming/recording/photography organisation/agent has made for dealing with the footage. Legally, all the footage will belong to the company commissioning the

programme, but you have a duty to ensure they use it in a responsible way. This includes making sure you are satisfied with the arrangements made for storing the film/recording/images, and any agreements on universal or restricted future use the footage/recording/images.

Terms of agreement

A written agreement, which clearly details the specifications of the filming/recording/photography project, including any restrictions and/or

identifying the individual(s) who have consented to take part must be in place before any filming/recording/photography gets underway.

The Trust will also require a Media Indemnity (see section 3) to be completed and signed by the appropriate authority level in advance of any filming/recording/photography getting underway.

All written agreements and indemnity agreements should be checked by the Trust's solicitors and/or the Welsh Risk Pool (WRP) where it is deemed appropriate, via the Trust's Legal Services & Governance Manager Tel: 02920 316956

Depending on the nature and potential impact of the filming/recording/photography, it may be deemed appropriate that the Health and Social Services Department of the Welsh Assembly Government, the South East Wales Regional Office, Health Boards/ NHS Trusts and other relevant organisations are advised of the proposed filming/recording/photography and subsequent broadcast/publication. Such notifications will be determined and implemented by the Trust Board Secretary.

This procedure takes account of direction on handling media requests for filming incorporated in the Department of Health Guidance on Filming in the NHS December 2005.

Section 2:

Guidance for taking part in, or facilitation of, filming/recording/ photography with the Trust

If a company wants to film/record/photograph in an NHS setting, they must first ask for and secure permission from the Trust and any or all individuals (whether staff or service users) involved in the project. This is called 'consent'. By giving consent the organisation and any individual(s) who will be involved in the project, are agreeing to be filmed/photographed/recorded and for that material to subsequently be broadcast/published.

As a matter of course media organisations do not generally provide an opportunity to view footage/review a recording or see photographs before broadcast/publication. However, a person is entitled to discuss the proposed filming/recording/photography and how it will be used before consenting, and it is reasonable to ask whether a preview would be possible.

Occasionally, the Trust will also work with companies and organisations on in-house filming/recording/photography projects for use within the Trust, by other NHS organisation or for associated bodies.

The purpose of such filming may include training, raising awareness, promotion of services and/or staff, recruitment, information etc.

Although the Trust may hold some higher degree of control over this kind of filming/recording /photography than external media activities, where broadcast or publication is via the internet and/or social media, the Trust cannot be held responsible or liable for how that material may be accessed and used in the future.

No-one should ever be made to feel under pressure to agree. Whatever decision an individual makes, it will not affect the quality of care for any individual user of our Velindre NHS Trust services, nor the Trust's duty of care to any staff member or volunteer.

In the event an individual – either as a service user, member of staff or volunteer – agrees to take part in the filming/recording/ photography, he/she will be asked to sign a consent form by the Velindre NHS Trust, confirming agreement to take part in the project.

The Trust consent serves to confirm that the individual fully understands what is being asked of them and has freely consented to take parting in the filming/recording /photography, without pressure or influence from any member of the Trust staff/volunteers or the media to do so. This is an agreement between the individual and the Velindre NHS Trust.

It is possible participants in the filming may also be asked to sign a separate consent form by the media organisation. Trust staff should not agree to act on behalf of a media organisation in asking another individual – particularly a service user – to sign any such consent and the decision on whether to agree to the media consent request rests wholly with that person as the responsible individual.

The Velindre Trust holds no liability for the terms and conditions or contents of any agreement between an individual and a media organisation.

In all circumstances where media filming/recording/photography is proposed to take place in or on Trust premises/property, a Filming/Recording/Photography Project Briefing should be completed Consent Forms\Filming/Recording/Photography Project Brief template.docx and a Media Indemnity Form must be completed Consent Forms\Media Indemnity Agreement.docx

Guidance notes on consenting to take part in media filming/recording/photography:

Guidance Notes to Trust Staff and Volunteers.docx
Guidance Notes to Patients Donors Relatives.docx

Section 3:

Indemnity Requirements

Before any media or in-house filming/recording/photography gets underway, the Trust requires a written agreement with the media organisation/'in-house' agency, which clearly details the specifications of the project, including defining established boundaries and/or restrictions.

The Media Indemnity Agreement Consent Forms\Media Indemnity Agreement.docx or Agency Indemnity Agreement must be completed and signed by the appropriate authority levels, on behalf of both the Trust and the Media organisation/agency, in advance of any filming/recording/photography getting underway.

Once signed, the Indemnity Agreement should be lodged with the Trust Head of Communications, together with the Filming/Recording/ Photography Project Brief and the signed Velindre NHS Trust consent forms for any and all participants (Trust staff /volunteers/ service users).

Copies of all of the forms should also be kept with the Division's own file for the filming/recording/photography project.

Trust staff must not enter into any additional consent(s) or agreement(s), on behalf of the Velindre NHS Trust, with any Media organisation/agency without prior authorisation from the relevant Director, in liaison with the Head of Communications.

In-house Filming/Recording/Photography Projects

Occasionally, the Trust may commission or facilitate filming/recording or photography in or on its premises/property for in-house purposes. This may include projects for training, engagement and awareness, presentation, promotion and/or publicity materials.

This provides important and valuable opportunities for us to promote the Trust staff and its service, raise awareness about health and appeal for donors, as well as further building patient, donor and public confidence in what we do.

While the Trust will have a certain level of influence over such projects, it is important to recognise that, particularly where material is broadcast via the internet and/or social media, it cannot control the potential for such material to be downloaded and or used by others in the future and for other purposes.

Although such projects are considered 'in-house' and, as such, do not require a detailed briefing or media indemnity, it is important that consent between any individual involved in the project and the Trust is given to ensure agreement to participate is given freely and without undue influence or pressure from the organisation.

Consent Forms\Staff Consent - in house projects.docx

Consent Forms\Patient or Donor over 18 - in house projects.docx

Consent Forms\Parental consent for Under 18s - in house projects.docx

Appendix A

FILMING/RECORDING/PHOTOGRAPHY CAPACITY TO CONSENT - PATIENTS/DONORS WHO MAY BE UNABLE TO CONSENT

Media Organisation/In-house Agency: (Name) _____

Programme: _____

Representative Name: _____

Purpose of Project: *(details of filming/recording/photography project, to include programme title (or working title) anticipated date of broadcast/publication, details of broadcast/publication channel(s) links to any other programmes e.g. a feature/drama/ documentary series, previous programmes)*

To be completed by the Patient's/Donor's Consultant/Clinician:-

Assessment of Service User's Capacity:

I, _____ (name of Consultant/Clinician), confirm that, based on my assessment outlined attached), _____ (name of Service User) lacks capacity to give or withhold consent to being filmed/recorded/photographed because:

(delete as appropriate)

- The patient/donor is unable to understand and/or retain information necessary to make a reasoned decision; and/or
- The patient/donor is unable to use and reasonably assess the relevant information appropriately for the decision-making process
- The patient/donor is unconscious

Signature _____ Date _____

CLINICAL ASSESSMENT

Name of Patient/Donor _____

Name of Consultant/Clinician _____

Clinical assessment:

(How did you reach this conclusion? Please give details of attempts made to assist the patient/donor to make his/her own decision, why these were not successful, and details of who you consulted)

OR

TRUST AUTHORISATION

As a representative of Velindre NHS Trust, I feel it is appropriate for recording to take place under my supervision and that the service user is fit to consent to do so.

Signed _____
CONSULTANT/CLINICIAN)

Name _____ Date _____

Position: _____

REQUEST FOR FILMING/RECORDING/PHOTOGRAPHY FOR OR WITH THE VELINDRE NHS TRUST: BRIEFING NOTE

This brief should be completed by the Project Agency and approved by the Divisional/Department Director, in liaison with the Trust Head of Communications.

Working title _____

Programme/Publication & Delivery format

(e.g. training/awareness/promotional material/online/magazine etc)

Commissioned by _____ (Organisation)

Purpose: What is the primary purpose of the project _____

Preferred date(s)/ timing(s) / location(s)

Audience

Who is the programme/publication's primary audience?

Duration

How long is the filming/recording/photography likely to take?

What other programmes, published articles or news items (if any) have generated interest in the subject matter, are linked to or likely to have any influence on this project?

Tone, look and feel

What is the presentation style of the programme/ publication and what kind of 'tone' is it setting out to achieve? _____

INDEMNITY AGREEMENT FOR FILMING/RECORDING/ PHOTOGRAPHY FOR OR WITH THE VELINDRE NHS TRUST

Agreement between the Chief Executive Officer and Trust Board of Velindre NHS Trust of the first part and the undersigned of the second part.

In consideration of the use of Velindre NHS Trust premises, including Velindre Cancer Care Centre and/or Welsh Blood Service, all associated buildings and vehicles, or any other Trust property, and/or in consideration of my being allowed to accompany medical and/or non-medical staff on operational and/or non-operational duties:

On/between date(s) _____
At the following location(s) _____

And for the specific purposes of filming/recording/photography in relation to:
(project outline)

I, _____ (Agency Representative)
Duly authorised to sign for and on behalf of: _____ (organisation)

Hereby agree that I, its /my servants, or any other agents will:

1. Indemnify the Chief Executive Officer and Trust Board of Velindre NHS Trust, its officers, servants and/or agents against any expense, liability, loss, claim, proceedings, damages or costs arising from said use of Velindre NHS Trust property by its servants or agents or contractors, save that I shall not be responsible for any expenses, losses, claims, proceedings, damages or costs attributed to events outside my control and not caused by my negligent acts or omission or the negligent acts or omissions of my staff.

2. Compensate the Velindre NHS Trust in respect of any loss and or/ damage to Trust property caused, or occasioned by the wrongful or negligent act or omission by the same.

I acknowledge I have received a copy of the Velindre NHS Trust 'Guidance Notes to Media' and that I am responsible for ensuring these guidance notes are brought to the attention of all of my organisation's employees/agents involved in this project.

I confirm that I have the right and authority to sign this indemnity on behalf of the above named media organisation/agency

Signed _____ Dated _____

Velindre NHS Trust Approval:

Filming/recording/photography, as detailed in the attached Project Brief, and in line with the Indemnity signed above, is approved, on behalf of the Trust (authorisation level - Divisional/Department Director / Board Secretary or nominated Deputy)

Name: _____

Position: _____

Signed _____ Dated _____

REQUEST FOR MEDIA FILMING/RECORDING/PHOTOGRAPHY FOR OR WITH THE VELINDRE NHS TRUST: BRIEFING NOTE

This brief should be completed by the Media Organisation and approved by the Divisional/Department Director, in liaison with the Trust Head of Communications.

Working title _____

Programme/Publication & Delivery format

(e.g. current affairs/documentary/drama/training/promotional material/online/magazine etc) _____

Commissioned by _____ (Media Organisation/Agency)

Purpose: What is the primary purpose of the project _____

Filming/Recording/Photography schedule (Preferred date(s)/ timing(s) / location(s))

Audience

Who is the programme/publication's primary audience? _____

Duration

How long is the filming/recording/photography likely to take? _____

How long is the programme broadcast expected to last? _____

Key messages

What is the key theme/aim of the programme/publication? _____

What other programmes, published articles or news items (if any) have generated interest in the subject matter, are linked to or likely to have any influence on this project?

Tone, look and feel

What is the presentation style of the programme/ publication and what kind of 'tone' is it setting out to achieve? _____

MEDIA INDEMNITY AGREEMENT FOR FILMING/RECORDING/ PHOTOGRAPHY FOR OR WITH THE VELINDRE NHS TRUST

Agreement between the Chief Executive Officer and Trust Board of Velindre NHS Trust of the first part and the undersigned of the second part.

In consideration of the use of Velindre NHS Trust premises, including Velindre Cancer Care Centre and/or Welsh Blood Service, all associated buildings and vehicles, or any other Trust property, and/or in consideration of my being allowed to accompany medical and/or non-medical staff on operational and/or non-operational duties:

On/between date(s) _____

At the following location(s) _____

And for the specific purposes of filming/recording/photography in relation to: (**project details** to include: programme title (or working title) anticipated date of broadcast/publication, details of broadcast/publication channel(s) links to any other programmes e.g. a feature/drama/ documentary series, previous programmes, any other information that may assist with the arrangements/consents)

I, _____ (Media Representative - name); Duly authorised to sign for and on behalf of:

_____ (*media organisation /agency*)

Hereby agree that I, its /my servants, or any other agents will:

3. Indemnify the Chief Executive Officer and Trust Board of Velindre NHS Trust, its officers, servants and/or agents against any expense, liability, loss, claim, proceedings, damages or costs arising from said use of Velindre NHS Trust property by its servants or agents or contractors, save that I shall not be responsible for any expenses, losses, claims, proceedings, damages or costs attributed to events outside my control and not caused by my negligent acts or omission or the negligent acts or omissions of my staff.

4. Compensate the Velindre NHS Trust in respect of any loss and or/ damage to Trust property caused, or occasioned by the wrongful or negligent act or omission by the same.
5. Indemnify the Chief Executive Officer and Trust Board of Velindre NHS Trust, its officers, servants and/or agents against any expense, liability, loss, claim, proceedings, damages or costs arising by statute, common law and/or tort in relation to a third party, whether caused or occasioned by the wrongful or negligent act or omission or caused or connected directly or indirectly with the entry of the same;
 - at ... **time**
 - on ... **date**
 - upon premises known as and situated at ...**address or location**
6. whereat it shall, for the avoidance of doubt, be the sole responsibility of me and/or my agents to obtain the consent of the occupier before entry of myself and/or the film/recording crew/photographer upon the said premises/ facility (including private premises/ private patient rooms/ offices etc)
7. Shall not ask any member of medical or non-medical staff or volunteers to obtain, on my behalf, the consent to enter any premises, nor shall there be any variation to this Indemnity Agreement unless the same be in writing and signed by the parties to this indemnity agreement.

I acknowledge I have received a copy of the Velindre NHS Trust 'Guidance Notes to Media' and that I am responsible for ensuring these guidance notes are brought to the attention of all of my organisation's employees/agents involved in this project.

I confirm that I have the right and authority to sign this indemnity on behalf of the above named media organisation/agency

Signed _____ Dated _____

Velindre NHS Trust Approval:

Media filming/recording/photography, as detailed in the attached Media Brief and in line with the Indemnity signed above, is approved, on behalf of the Trust (authorisation level - Divisional/Department Director / Board Secretary)

Name: _____

Signed _____ Dated _____

**IN-HOUSE FILMING/RECORDING/PHOTOGRAPHY PROJECT:
CONSENT AGREEMENT WITH VELINDRE NHS TRUST:
PATIENTS/DONORS/RELATIVES (UNDER THE AGE OF 18)**

Filming/Recording/Photography Project: _____

Name of Project Lead: _____

Purpose of Filming: *(details of filming/recording/photography project, to include details of proposed use and datelines)*

I confirm that I _____ (name of parent/legal guardian) have 'parental responsibility' for _____ (Patient/Donor's name)

That I, the parent/guardian of the above named patient/donor, agree to my child/charge being filmed/recorded/photographed in the above programme/publication

I give _____ (the agent), and other third parties connected with the organisation, use of all still, motion pictures and sound track recordings and records which are made of my child/charge for uses associated with this specific programme/publication.

I fully understand what is being asked of my child/charge and confirm that I give my parental consent freely and without influence or pressure from any medical or non-medical staff or agents of the NHS Trust.

I understand that participation in this project is voluntary and that I or my child may at any time discontinue involvement. I also understand that any participation or non-participation on my child's part will have no effect on his/her care or treatment at or by the Velindre NHS Trust.

I understand that any material broadcast by Velindre NHS Trust, and/or the project agent, via the internet and/or social media sites may be downloaded or reused by other third parties and that the Velindre NHS Trust does not control such further use or disclosure of any information about me or images of me resulting from this contact. I hereby release the Velindre NHS Trust from any and all liability for such uses or disclosures.

Signature _____ Date _____

Appendix G



MEDIA FILMING/RECORDING/PHOTOGRAPHY PROJECT: CONSENT AGREEMENT WITH VELINDRE NHS TRUST: PATIENTS/DONORS/RELATIVES (UNDER THE AGE OF 18)

Media Organisation/Agency: (Name) _____

Programme: _____

Media Representative Name: _____

Purpose of Filming: *(details of filming/recording/photography project, to include programme title (or working title) anticipated date of broadcast/publication, details of broadcast/publication channel(s) links to any other programmes e.g. a feature/drama/ documentary series, previous programmes)*

I confirm that I _____ (name of parent/legal guardian) have 'parental responsibility' for _____ (Patient/Donor's name)

That I, the parent/guardian of the above named patient/donor, agree to my child/charge being filmed/recorded/photographed in the above programme.

I give _____ (film or production/photographic agency/publishing company), and other third parties connected with the company, use of all still, motion pictures and sound track recordings and records which are made of my child/charge for uses associated with this specific programme/publication.

I fully understand what is being asked of my child/charge and confirm that I give my parental consent freely and without influence or pressure from any medical or non-medical staff or agents of the NHS Trust.

I understand that participation in this programme is voluntary and that my child may at any time discontinue involvement. I also understand that any participation or non-participation on my child's part will have no effect on his/her care or treatment at or by the Velindre NHS Trust.

I understand that I may withdraw this consent at any time without fear of being penalised or disadvantaged in any way by the Velindre NHS Trust nor the media.

I also acknowledge that Trust staff have the right to intervene in or stop any filming/recording/photography where they have concerns that continuance may impede operations/safety/well-being/privacy of my child or any other patients/donors or Trust staff affected by the media activity

I understand that once I agree to consent to filming it may not be possible to view the finished film before it is broadcast.

I further understand that the Velindre NHS Trust does not control the use or disclosure of any information about my child or images of my child resulting from this media contact, and I release the Velindre NHS Trust from all responsibility for such uses or disclosures.

Name _____

Signature _____

Date _____

MEDIA FILMING/RECORDING/PHOTOGRAPHY PROJECT:

**CONSENT AGREEMENT WITH VELINDRE NHS TRUST:
PATIENTS/DONORS/RELATIVES/CARERS OVER 18**

Media Organisation/Agency: (Name) _____

Programme: _____

Media Representative Name: _____

Purpose of Filming: *(details of filming/recording/photography project, to include programme title (or working title) anticipated date of broadcast/publication, details of broadcast/publication channel(s) links to any other programmes e.g. a feature/drama/ documentary series, previous programmes)*

I, _____ (Name of patient/donor/relative/carer) agree to being filmed/recorded/photographed for the above programme/publication.

I give _____ (film or production/photographic agency/publishing company), and other third parties connected with the company, use of all still, motion pictures and sound track recordings and records which are made of me for uses associated with this specific programme/ publication.

I fully understand what is being asked of me and confirm that I give my consent freely and without influence or pressure from any medical or non-medical staff or agents of the NHS Trust.

I understand that participation in this programme is voluntary and that I may, at any time, discontinue involvement. I also understand that any participation or non-participation on my part will have no effect on my care or treatment at or by the Velindre NHS Trust.

Signed: _____ Dated _____

**IN-HOUSE FILMING/RECORDING/PHOTOGRAPHY PROJECT:
CONSENT AGREEMENT WITH VELINDRE NHS TRUST:
PATIENTS/DONORS/RELATIVES/CARERS (OVER 18)**

Filming/Recording/Photography Project:

Name of Project Lead:

Purpose of Filming: *(details of filming/recording/photography project, to include details of proposed use and datelines)*

I, _____ (name), agree to be filmed/recorded/photographed for the above-named programme/publication.

I give _____(project lead) and other third parties connected with the company, use of all still and/or motion pictures, sound recordings and or written records which are made of me, my voice and my image for the specific purposes of this project.

This permission is limited to the use of any footage/recording/photography of me being used directly and only for the purposes of this programme, unless permission is granted by me, in writing, for its further use in any capacity.

I am over the age of 18

I understand what is being asked of me and that that my participation in this programme is entirely voluntary, with my permission being given freely and without any undue influence or pressure from the Trust.

I understand that any material published via the internet and/or social media sites may be downloaded or reused by other third parties and that the Velindre NHS Trust does not control the use or disclosure of any information about me or images of me resulting from this contact. I hereby release the Velindre NHS Trust from any and all liability for such uses or disclosures.

I understand that participation in this programme is voluntary and that I may, at any time, discontinue involvement. I also understand that any participation or non-participation on my part will have no effect on my care or treatment at or by the Velindre NHS Trust.

Signed: _____ Dated _____

**IN-HOUSE FILMING/RECORDING/PHOTOGRAPHY PROJECT:
CONSENT AGREEMENT WITH VELINDRE NHS TRUST:
STAFF/VOLUNTEERS**

Filming/Recording/Photography Project: _____

Name of Project Lead: _____

Purpose of Filming: *(details of filming/recording/photography project, to include details of proposed use and datelines)*

I, _____ (name), agree to be filmed/recorded/
photographed for the above-named programme/publication.

I give _____(project lead) and other third parties connected with the company, use of all still and/or motion pictures, sound recordings and or written records which are made of me, my voice and my image for the specific purposes of this project.

This permission is limited to the use of any footage/recording/photography of me being used directly and only for the purposes of this programme, unless permission is granted by me, in writing, for its further use in any capacity.

I understand what is being asked of me and that that my participation in this programme is entirely voluntary, with my permission being given freely and without any undue influence or pressure from the Trust or representative(s) of the media organisation/agency.

I further understand that I may, at any time, discontinue my involvement and that, should I withdraw from filming activities, I will not be penalised nor disadvantaged in any way by the Trust.

I understand that my first responsibility in any filming activities is to the Service User. If, at any point, I become concerned about the impact of the filming/recording/ photography project on the Service User or other staff members/volunteers for operational/safety/well-being or privacy purposes, that I will ask for it to be stopped.

I confirm that I have notified any and all Service User(s) and/or other members of NHS staff/ volunteers likely to be impacted by this filming/recording/photography and that they have been advised of their individual rights to consent/or otherwise to taking part.

I have made all appropriate arrangements to ensure that the privacy of anyone who does not wish to consent to being part of the project will be honoured and protected at all times throughout the duration of the relevant filming/recording/photography.

I understand that once I agree to consent to filming it may not be possible to view the finished material before it is broadcast/published.

I understand that any material published via the internet and/or social media sites may be downloaded or reused by other third parties and that the Velindre NHS Trust does not control the use or disclosure of any information about me or images of me resulting from this contact. I hereby release the Velindre NHS Trust from any and all liability for such uses or disclosures.

Please indicate by ticking the boxes below the view that you will be providing when participating in the production:

Professional View

Personal View

Organisational View

Name _____

Job Title _____ Department _____

Signature _____ Date _____



**MEDIA FILMING/RECORDING/PHOTOGRAPHY PROJECT:
CONSENT AGREEMENT WITH VELINDRE NHS TRUST:
STAFF/VOLUNTEERS**

Media Organisation/Agency: _____

Programme: _____

Media Representative (Name): _____

Purpose of Filming: *(details of filming/recording/photography project, to include programme title (or working title) anticipated date of broadcast/publication, details of broadcast/publication channel(s) links to any other programmes e.g. a feature/drama/ documentary series, previous programmes)*

I, _____ (name), agree to be filmed/recorded/photographed for the above-named programme/publication.

I give _____ (film or production company/photographer) and other third parties connected with the company, use of all still and/or motion pictures, sound recordings and or written records which are made of me, my voice and my image for the specific purposes of this project.

This permission is limited to the use of any footage/recording/photography of me being used directly and only for the purposes of this programme, unless permission is granted by me, in writing, for its further use in any capacity.

I understand what is being asked of me and that that my participation in this programme is entirely voluntary, with my permission being given freely and without any undue influence or pressure from the Trust or representative(s) of the media organisation/agency.

I further understand that I may, at any time, discontinue my involvement and that, should I withdraw from filming activities, I will not be penalised nor disadvantaged in any way by the Trust nor the media.

I understand that my first responsibility in any filming activities is to the Service User. If, at any point, I become concerned about the impact of the filming/recording/ photography on the Service User or other staff members/volunteers for operational/safety/well-being or privacy purposes, that I will ask for it to be stopped.

I confirm that I have notified any and all Service User(s) and/or other members of NHS staff/ volunteers likely to be impacted by this filming/recording/photography and that they have been advised of their individual rights to consent/or otherwise to taking part.

I have made all appropriate arrangements to ensure that the privacy of anyone who does not wish to consent to being part of the project will be honoured and protected at all times throughout the duration of the relevant filming/recording/photography.

I understand that once I agree to consent to filming it may not be possible to view the finished film before it is broadcast/published.

I understand that the Velindre NHS Trust does not control the use or disclosure of any information about me or images of me resulting from this media contact, and I hereby release the Velindre NHS Trust from any and all liability for such uses or disclosures.

Please indicate by ticking the boxes below the view that you will be providing when participating in the production:

- Professional View
- Personal View
- Organisational View

Name _____

Job Title _____ Department _____

Signature _____ Date _____